

**I/ GENERAL TERMS AND CONDITIONS OF SALE ON THE WEBSITE  
WWW.MORGANDETOI.COM (VERSION AT 3 JUNE 2015)**

This Website is owned and operated by CAFAN Société par actions simplifiée, a simplified joint stock company registered in France (company registration number: 493 983 431 RCS SAINT MALO), whose registered office is at ZAC de la Moinerie, 10 impasse du Grand jardin, 35400 Saint-Malo, France. Our registered VAT number is: FR 19 493 983 431 ("Company", "we". or "us"). If you have any questions regarding this Website, these Terms of Sale or any Order that you have made, you may also contact us by email at [contact@morgandetoi.co.uk](mailto:contact@morgandetoi.co.uk).

These Terms of Sale apply to any order you place through this website regardless of how you access it, including any technologies or devices by which we make it available to you. You must read these Terms of Sale carefully, and we recommend that you print and keep a copy for your future reference. By registering or placing an Order on the Website, you confirm that you have read, understood and agree to these Terms of Sale in their entirety. If you do not agree to these Terms of Sale in their entirety, you must not use this website and must not order any product through this website.

**1. Definitions**

The following terms used in these Terms of Sale will have the meaning set out below:

<b>'Account'</b>	means each and every personal account on the Website created by an User for the purpose of placing an Order with the Company;
<b>'Terms of Sale'</b>	means these General Terms and Conditions of Sale, as amended from time to time by the Company pursuant to clause 16 and available for download in hard copy <a href="#">here</a> ;
<b>'Order'</b>	An Order placed by a User on the Website for the Products;
<b>'Product Information'</b>	means the description and characteristic of each Product, including the size, colour, composition and price and tax due, as well as any relevant rebate or promotion as applicable from time to time and including any terms and conditions regarding the delivery of that Product;
<b>'Products'</b>	means the Products offered for purchase by the Company on this Website from time to time, as presented and described on this Website;
<b>'User' or 'you'</b>	means any individual with permanent address in the United Kingdom (excluding Scottish Islands and Channel Isles), acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession, who visits the Website with a view to making an Order;
<b>'Website'</b>	means this Website retrievable at <a href="http://www.morgandetoi.co.uk">www.morgandetoi.co.uk</a> or at <a href="http://www.morgandetoi.uk">www.morgandetoi.uk</a> , which is owned and operated by the Company.

**2. Fair Use**

This Website is available to Users for their personal use only. You agree that you will not advertise, offer to sell or supply any Products purchased from us for any commercial purposes. Should we become aware that you are using the Website in an unauthorised or unlawful manner, we reserve the

right to cancel any pending Order made by you, cancel your subscription to the Website and recover damages as appropriate.

### **3. Availability of Products**

This Website is created and maintained for the purpose of displaying the Products to the Users. Please note that, while we will make reasonable efforts to replenish our stock and remove any out-of-stock item from the list of Products on the Website, we may not be able to guarantee the availability of each Product at all times.

The Website displays each Product together with its relevant Product Information. We undertake to describe and display the Products with the greatest possible degree of accuracy; however, subject to our suppliers, we may occasionally vary slightly the fabrics comprising the Products on the Website with other fabrics materially equivalent in quality.

### **4. Account Registration**

To place an Order, you are required to open an Account with us which will require you to provide some compulsory personal information, including your marital status, name, complete delivery and billing address(es), email and telephone number.

On registration of an Account, we reserve the right to facilitate your identification by means of a cookie file stored on your computer system, which also allows us to receive anonymous information on the searches conducted on the Website. You may remove or cancel such cookie at any time. For more information on how your personal information will be used, please refer to clause 14 below.

By creating an Account, you confirm your acceptance to these Terms of Sale and that all information and details provided by you to us are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time by going to the My Account section of the Website.

When you create an Account you will be prompted to choose a password in order to allow you to access certain areas of the Website and/or to maintain your account security. It is your responsibility to maintain the confidentiality of your password and account information. We are not liable to any person for any loss or damage which may arise as a result of any failure by you to take appropriate steps to protect your password or Account. Should you become aware of or suspect any unauthorised use of your password or Account, please contact us.

### **5. Placing an Order**

You are invited to place your Order to the Company by selecting and adding each Product to your basket after reviewing the relevant Product Information and the specific terms and conditions of delivery, as well as any applicable restrictions. Please note that you may amend your selection of Products at any time and we urge you to place an Order only after you are fully satisfied of all relevant terms and conditions attached to it.

Once you are satisfied with your selection, the Website will prompt you to confirm your Order by clicking on the corresponding button on the Website and completing the checkout process. Unless it is

specified otherwise, the basket value is calculated exclusive of any promotions. Should you wish to use a promotional code relevant to your Order, please insert it in the appropriate fields as prompted and prior to finalising the Order.

## **6. Acceptance of your Order**

Shortly after payment, we will notify you by email as soon as possible to acknowledge that we have received and are processing your Order ('Order Confirmation'). Please note that completion of the online checkout process and receipt of the Order Confirmation do not constitute our acceptance of your offer to purchase Products or services from us. Our acceptance of your Order (meaning that a binding contract has been entered into with you) will take place only when we despatch the Products that you ordered from us. Prior to despatch of the Products, the Company has the right to decline an Order for any reason, including (without limit) legal, regulatory or logistical reasons.

If we cannot supply you with the Product you ordered, we will not process your Order, inform you of this in by email and, if you have already paid for the Product or service, refund you in full as soon as reasonably possible.

If the fulfilment of an Order (or any aspect of it) would be illegal or unlawful, the Company has the right to stop or cease to fulfil the Order at any time, including after despatch of Products and/or notification to you that the Order has been received and is being processed.

You acknowledge that the Company shall incur no liability in the circumstances set out above for not delivering any Order.

## **7. Price**

The price of the Products which you are bound to pay is the amount appearing in the acknowledgement of your Order at checkout and on the Order Confirmation (or in the event of an inconsistency, the amount on the Order Confirmation). We reserve the right to correct any errors in relation to prices appearing on the Website prior to sending you the Order Confirmation. The price is shown in Pounds Sterling inclusive of VAT as applicable at the time of the sale. Delivery charges (see clause 9 below) are additional and appear as separately invoiced items from Products, which you will be required to accept prior to checkout.

## **8. Terms of Payment**

During the checkout process, you will be asked to enter your payment details. You may choose to pay for an Order by credit card, debit card or Paypal® as shown on the Website. When placing your Order, you explicitly acknowledge that the Order implies an obligation to pay.

All Orders must be paid in Pounds Sterling. Should you pay using a credit or debit card issued abroad or in a currency other than Pounds Sterling your credit card provider or bank will determine the exchange rate and may add an additional processing or administration charge in relation to such payment. All fields indicated as compulsory must be completed. Please note that we may collect and

store your credit or debit card information, by means of a third party payment processor, Hipay and their subcontractor Trust Pay, using an encrypted secure payment mechanism. In any even we will only use your information pursuant to clause 14 and in compliance with the relevant technical (PCI) security standards as applicable from time to time.

All card and Paypal® payments are subject to authorisation by your card issuer or Paypal® (as the case may be). The Company is entitled not to dispatch the Products until full receipt of the cleared funds for each Order, provided however that delivery shall occur within 30 days from the receipt of an Order Confirmation.

**9. Delivery**

Please note that the Products are available for sale only to Users residing in the United Kingdom mainland (including Northern Island) and that the Company is unable to deliver the Products outside said territory. All Products ordered in the same Order will be shipped concurrently in a single delivery. At present, the following delivery service is available:

Delivery Service	Postage fee borne by you
Delivery to any address in the United Kingdom by "Chrono Classic" mail service.	£5,90 for each shipment

Delivery will be to the address specified in your Order. If no one is available at that address at the time of delivery, a note will be left to advise that your Order has been left in an available depot, or with a person that you have asked us to leave them with (e.g. a concierge, a neighbour, etc.).

Please ensure that you provide your correct and full address when placing an Order. If, for any reason, the Order cannot be delivered and is returned to us we will inform you promptly by email and you will be given a chance to arrange a redelivery at your own expense. Should you opt not to have the Order redelivered, or in lack of response within 7 days from the date in which the notice above is sent to you, we will reimburse the price paid for the Order minus the applicable postage charge paid.

All risk in the Products you order (including risk of loss and/or damage to the Products) shall pass to you when they are delivered to the delivery address specified in your Order or left with a person identified by you to take possession of the Products (e.g. a concierge).

If your Order is placed from Monday to Friday noon we will usually deliver it within 3 working days from the date of you placing your Order. Orders placed on Fridays after noon, weekends and public holidays will be processed on the next business day after you placing your Order. In any event, please note that all dispatch dates indicated by the Company are indicative estimates only and we accept no liability for any delay or failure to deliver Products if the delay or failure is wholly or partly caused by circumstances beyond our control. If a delay is likely to occur we will notify you as soon as possible by email. Please contact us if your Order has not reached you more than 5 working days from the relevant estimated delivery date.

All Orders are delivered together with a delivery slip indicating the Product Information as well as cancellation form should you wish to return any of the Product delivered subject to the provision of clause 11 below.

#### **10. Retention of Title**

All Products ordered will remain the property of the Company until we have delivered the Products to the address specified by you and we have received payment of the Price and delivery charges. If your payment is not received for any reason and you have already received the Products you ordered from us, you must pay for or return those Products to us in accordance with our reasonable return instructions and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your Order, we may collect or arrange for collection of the Products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any Products that are the subject of an unpaid Order.

#### **11. Right to Cancel**

You have the right to cancel any Order (whether in part or in full) as well as the contract of sale generated from such Order without giving any reason, provided you do so and that you return the Products concerned by the cancellation within 30 days from the day on which you acquire physical possession of the goods ('**Cancellation Period**'). Unless special circumstances apply, this will be the date in which the Products are delivered to you.

For the avoidance of doubt, the aforementioned 30-day term includes the statutory cancellation period set out in the Consumer Contracts Regulations 2013.

We may refuse any Product returned if it has lost part of its value as the result of excessive handling by you, which means other than as necessary to check the Products are as expected.

Any Product affected by the cancelled Order shall be sent back to:

C-LOG CAMBRAI  
Retours e-commerce  
ZA Actipole, 2  
avenue Jean-Jacques Ségard  
59554 TILLOY LEZ CAMBRAI  
FRANCE

We will bear all costs associated with the return of the Products. In order to cancel your Order during the Cancellation Period you must either:

1. access the My Account section of the Website, select My Orders and click on “return items”. This will lead you to an external webpage where you will be able to print a pre-paid return label to be used for return of the parcel.
2. contact our Customer service by email at [contact@morgandetoi.co.uk](mailto:contact@morgandetoi.co.uk) and inform us of your decision to cancel or exchange some or all the Products by a clear statement. The Customer service will then send you, at the email address or at the delivery address mentioned in My Account section of the Website, a pre-paid return label to be used for return of the parcel.

Please note that we will only accept Products returned with the Cancellation form duly filled in (all Orders are delivered together with a cancellation form but you can also download it in the FAQ section of the Website or [here](#) [\[return\\_form\]](#) specifying which Product(s) you want to exchange or return, and in full compliance with the instructions above.

When you cancel an Order, we will reimburse to you all payments received from you, including the cost of delivering the Products to you if the Order is cancelled in full. If the Order is only partially cancelled, we will reimburse the price for the cancelled Products but reserve the right to charge you for the delivery costs.

We will make the reimbursement without undue delay, and not later than 14 days after the date on which we receive back from you the Products supplied or for Products not yet despatched or delivered, 14 days after the date on which we are informed about your decision to cancel an Order.

We will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of the reimbursement.

## **12. Warranties**

The Company does not operate its own extended warranty policy. If a Product is defective on delivery or does not match the Product Information specified in the Order, and you inform us of such defect or non-conformance within 30 days from receipt of the same, unless you prefer to reject the Order and obtain a full refund, you are entitled to have it replaced free of charge.

Should you wish to enforce the warranty mentioned above, you must inform us in writing by a clear statement (eg. a letter sent by post or e-mail), using the following contact details:

C-LOG CAMBRAI  
Retours e-commerce  
ZA Actipole, 2  
avenue Jean-Jacques Ségard  
59554 TILLOY LEZ CAMBRAI  
FRANCE

Email: [contact@morgandetoi.co.uk](mailto:contact@morgandetoi.co.uk)

Any defective Product must be returned to the address indicated above, along with any supporting document (if applicable) for us to examine it. If we find the Product is defective, we will inform you and replace it (or refund it, as the case may be) as soon as reasonably possible. In this event, we will also fully refund to you all reasonable expenses incurred to return the defective Product.

We will not replace, repair or provide returns where damage has been caused to a Product because of your incorrect use of the Product or where you have not followed relevant instructions or labelling provided with the Product, or in case of normal wear and tear or damage caused by accident.

### **13. Liability**

Except as expressly set out in these Terms of Sale, we exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by applicable law. There are certain liabilities which we cannot limit or exclude by law and in particular nothing in these Terms of Sale limits our liability for personal injury or death caused by our negligence or for fraud.

You have certain legal rights as a consumer, including (but not limited to) legal rights relating to faulty or misdescribed goods and nothing in these terms is intended to exclude those rights. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. We will not be liable to you if we are prevented or delayed from complying with our obligations under these Terms of Sale in relation to you breaching your obligations under these Terms of Sale or due to events which are beyond our reasonable control.

You must follow any advice we give you to keep Products we supply to you safe or any instructions or labelling provided relating to care of the Products. We cannot accept liability for damage to Products we have supplied which is caused by your failure to follow this advice or these instructions.

In any event, we accept no liability for any losses or damages which are not direct and reasonably foreseeable arising out of or in connection with these Terms of Sale, your use of the Website or in connection with our sale or supply of the Products and we will not be liable for any indirect losses or loss or damage (whether direct or indirect) related to any trade or business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

### **14. Personal Data**

Your personal data (meaning data relating to you, that can be used to identify you) may be collected, store and processed by the Company or its business partners, suppliers and sub-contractors (e.g. data hosting providers or payment partners) during the creation of your Account and while you visit the Website.

We also collect cookies (small text files placed on your computer) when you access this Website. For more information, see the legal mentions section of this website. We use this personal data and cookie data which we collect when you use this Website for the following purposes:

- (a) processing an Order, communicating with an User and billing;
- (b) facilitating the identification of an User;
- (c) collecting anonymised information for the purposes of aggregate statistics or reporting purposes;
- (d) for marketing purposes including: contacting you about promotional offers, loyalty programmes, newsletter, promotional competitions, or any other promotional event (insofar as they are lawful and excluding in any case online gambling and betting activities). This may include contacting you by email and other electronic means;
- (e) to administer our Website and for internal business/technical operations including, without limitation, hosting, maintenance, troubleshooting and testing;
- (f) to improve our Website to ensure that the content you may see is presented in the most effective manner for you and for your computer/device
- (g) to allow you to use any interactive features on our Website, when you choose to do so

- (h) as part of our efforts to keep our Website safe and secure;
- (i) to comply with other requests you make time to time;

We also process your payment card details through Hipay and Trust Pay as mentioned above in order to complete any purchase that you make through the Website. After you place an Order, your payment card details may be remembered on our Website for your convenience to save you having to re-enter these details on a future occasion.

The Company is registered under number 1390142 as data controller under French law, pursuant to the Information and Freedom Law of January 6, 1978 as amended from time to time.

We respect your right to privacy and will only process personal data you provide to us in accordance with French law.

Thus you have, at all times, a right of access, rectification and opposition on all your personal information that you may exercise by any of the following means:

- (a) directly on your own, by consulting your Website Account;
- (b) by contacting the Customer service at [contact@morgandetoi.co.uk](mailto:contact@morgandetoi.co.uk); or
- (c) by writing to us at CAFAN, service E commerce, 124 rue Réaumur, 75002 PARIS – FRANCE

Unfortunately, the transmission of information over the internet or public communications networks can never be completely secure. We have taken appropriate technical and organisational security measures to protect the personal data that you submit to us against unauthorised/unlawful access or loss, destruction or damage, although we cannot 100% guarantee the security of data that you provide to us.

### **Data disclosed to third parties**

We may share your personal data with selected third parties including:

- Business partners, suppliers and sub-contractors (e.g. data hosting providers or delivery partners) to enable us to provide you with the goods and services available on this Website.
- Analytics and search engine providers that assist us in the improvement and optimisation of our Site.

We may also disclose your personal data to third parties for the following purposes:

- If the Company sells its business or its assets are acquired by a third party, in which case personal data held by it about its customers may be one of the transferred assets
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Sale; or to protect the rights, property, or safety of us or our customers, or others. This includes exchanging information with credit reference service providers and other organisations for the purposes of fraud protection and credit risk reduction.

We may also be required to share personal data with the police or courts where the legally required to do so.

## **15. Intellectual Property**

All rights, including copyright and other intellectual property rights in and to this Website including, without limitation, all text, images, graphics, sounds, designs, layout, get-up, logos, trade marks and distinctive signs ("**Content**"), are owned by the Company (or its licensor).

You may not copy, reproduce, crawl, frame, republish, download, print, post, distribute, re-post, broadcast, record, transmit, edit, communicate to the public, link to, deep-link into, or distribute in any way the web pages or Content on the Website or the computer codes or elements comprising the Website other than solely for your own personal or internal business use. You may not use the Content of the Website for any commercial purposes whatsoever.

Your use of the Website and its Content grants no rights to you in relation to our intellectual property rights, or that of third parties, in the Website or its contents. No provision of these Terms of Sale shall operate as granting the User any right whatsoever on any material protected by intellectual property rights owned by or licensed to either the Company.

If you wish to link to this Website from your own website, you must seek the Company's prior approval in writing. Failure to do so or unauthorised linking may result in the Company demanding you to remove said link and we reserve the right to recover damages from you.

## **16. Amendments**

We reserve the right to change and update these Terms of Sale from time to time and recommend that you revisit this page regularly to keep informed of the current Terms of Sale that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Terms of Sale.

## **17. Entire Agreement**

If any of these Terms of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Terms of Sale shall remain in full force and effect.

## **18. Applicable Law and disputes**

Without prejudice to clause 14, these Terms of Sale are governed by the laws of England and Wales and any dispute that cannot be amicably settled shall be subject to the exclusive jurisdiction of the courts of England and Wales.

<b>II/ GENERAL TERMS AND CONDITIONS OF THE MORGAN LOYALTY PROGRAMME (VERSION AT 20 OCTOBER 2015)</b>
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The present General Terms and Conditions set forth the terms of the MORGAN loyalty programme implemented by CAFAN (hereinafter referred to as the "Vendor") with its Clients (hereinafter referred to as the "Subscriber" or "Subscribers").

Use by Clients of Advantages of the MORGAN loyalty programme implies full and entire acceptance, by the latter, of the present General Terms and Conditions and of any amendment which the Vendor may make thereunto subsequently, in a unilateral manner, notably in light of the nature and scope of the Advantages related to this programme.

The Subscriber shall not be entitled to receive any compensation in the event of amendment or revocation of the MORGAN loyalty programme and the Advantages attached thereunto.

From 20 October 2015, the MORGAN loyalty card will be digital and consists of the attribution of a loyalty account (hereinafter referred to as "Loyalty Account") attached to a number (hereinafter referred to as the "Loyalty Number").

However, loyalty cards which exist on a physical medium, and have previously been issued, shall continue to remain valid. In order for the loyalty programme to be effective on all MORGAN stands, in line with the terms and conditions indicated hereunder, the Subscriber is requested solely to visit a MORGAN till. Failing this, the loyalty programme may not be applied.

### **1.1: Terms and conditions for subscription to the MORGAN loyalty programme**

Subscription to the loyalty programme by the attribution of a Loyalty Account combined with a Loyalty Number or the exceptional issue of a loyalty card is undertaken automatically and free of charge from the first purchase made:

- (i) in subsidiaries and affiliate stores in mainland France, Belgium, Luxembourg, Monaco, the Netherlands, Switzerland, Spain and Portugal exclusively distributing the MORGAN brand (hereinafter referred to as the "Stores"), excluding concessions, factory outlets and multi stores, **subject** that the Client provides his/her full name, email address and/or valid mobile phone number.
- (ii) in MORGAN stands within department stores located in mainland France and having their own till, **subject** that the Client provides his/her full name, email address and/or valid mobile phone number.
- (iii) online at [www.morgandetoi.com](http://www.morgandetoi.com), [www.morgandetoi.es](http://www.morgandetoi.es) and [www.morgandetoi.uk](http://www.morgandetoi.uk), hereinafter referred to as the "Websites".

The Loyalty Number, as the physical loyalty card, are strictly personal and may not be transferred to any person whomsoever, even free of charge.

## 1.2: Advantages pertaining to the MORGAN loyalty programme

1.2.1 Subscription to the loyalty programme allows the Subscriber to benefit from the following:

- (i) exclusive offers implemented by the Vendor,
- (ii) loyalty vouchers (hereinafter referred to as "Heart Vouchers") of which the terms and conditions of issue are indicated under article 1.3 herein,

hereinafter collectively referred to as "Advantages".

1.2.2 Subscribers are duly notified of these Advantages (and notably the issue of Heart Vouchers) solely by email or SMS. Information issued by ordinary mail is limited solely to the issue of Heart Vouchers to a former Subscriber not having provided a mobile phone number or email address.

Additionally, in order to allow for continuous notification concerning offers pertaining to the Loyalty programme and the issue of Heart Vouchers following purchases, Subscribers must indicate any change in his/her details.

1.2.3 Advantages can be redeemed in Stores (namely excluding stands, concessions, multi stores and factory outlets) and/or on the Websites in line with terms and conditions (notably deadlines and enforceability) appearing on the communication medium supporting these or to which they refer.

Consequently, Subscribers' attention is drawn to the following, concerning Heart Vouchers solely:

- at the time of making a first purchase on any of the Websites, the Heart Vouchers may not be used if the Subscriber created the customer account indicating a different email address than that notified in Store,
- Heart Vouchers may be used (i) in Stores (namely excluding stands, concessions, multi stores and factory outlets) in the monetary zone in which the currency indicated on the Heart Voucher has legal tender, and (ii) on the Websites in the zone concerned within the limits of areas to which said Websites dispatch;
- these may be used in any promotion and can be accumulated with all other valid Heart Vouchers, gift vouchers or payment means.

1.2.4 The Advantages may not lead to any monetary counterparty in any form whatsoever, in whole or in part, including change.

Consequently, the portion of the purchase paid using Heart Vouchers may not be entitled to any reimbursement.

Consequently:

a/ In the event of any return request by the Client concerning one or more products paid **in full** by way of Heart Voucher(s), not followed up by any immediate exchange, the product(s) shall be accepted:

- for purchases made in Store: solely in return for the issue of a non reimbursable credit note valid for one month solely in subsidiary and affiliate Stores solely and exclusively distributing products bearing the MORGAN brand (namely excluding stands, concessions, multi stores and factory outlets and excluding Websites);

- for purchases made on Websites: in return for the issue of a Gift Voucher up to the total amount of the returned product(s), to which will be added potential shipping fees if all products within a single order are returned, a Gift Voucher valid for one year following its date of issue.

b/ In the event of any return request by the Client concerning a product or **all** products paid for using a Heart Voucher and by any other payment means, return not followed up by an immediate exchange:

- for purchases undertaken in Store: Subscribers have the choice of two options:
  - if the Subscriber requests reimbursement of the product(s) purchased: only the portion not paid using the Heart Voucher(s) shall be reimbursed. The portion paid by the Heart Voucher is lost.
  - If requesting a credit note, this credit note is non reimbursable will correspond to the total price of products purchased and returned and shall be valid solely for one month in subsidiaries and affiliate Stores solely distributing products bearing the MORGAN brand (namely excluding stands, concessions, multi stores and factory outlets and excluding Websites).
- for purchases made on the Websites: the portion of the price (including the shipping costs since in the present hypothesis all products are returned) paid in Heart Vouchers may not be reimbursed but will be credited onto a MORGAN Gift Voucher valid for one year. The balance shall be reimbursed to the Client in line with the terms and conditions of sale of the Websites.

c/ In the event of any partial return of products paid by Heart Voucher and by any other payment means, the price of products returned shall be

- firstly reimbursed by this other payment means, in the limit of the total amount paid by this means,
- the balance of the price of product(s) returned leading to:
  - for products purchased in Store: the issue of a non reimbursable credit note valid solely for one month in subsidiaries and affiliate Stores solely distributing products bearing the MORGAN brand (namely excluding stands, concessions, multi stores and factory outlets and excluding Websites);
  - for products purchased on Websites: the issue of a Gift Voucher for an amount equal to this balance, valid for one year from the date of issue.

1.2.5 The exchange of a product or the issue of a credit note following purchase of a MORGAN product attached to a Loyalty Account in line with the terms and conditions set forth under article 1.3.1 hereunder, does not require presentation of a corresponding receipt by the Subscriber. However, the usual procedures so as to benefit from these exchanges and/or issue of credit notes shall be applicable.

It should be noted that presentation of a till receipt is necessary to obtain reimbursement.

### **1.3: Terms and conditions of issue of Heart Vouchers**

1.3.1 Once subscription to the loyalty programme has been undertaken in line with the terms and conditions set forth under article 1.1 hereinabove, each purchase made (i) in Stores (namely excluding stands, concessions, multi stores and factory outlets), (ii) in MORGAN stands within department stores located in mainland France with a till and (iii) on Websites allows for the accumulation of points (hereinafter referred to as "Points"), even during a promotional period or sale.

However, it should be noted that the portion of the purchase paid using Heart Vouchers or a MORGAN Gift Voucher is excluded from the Points accumulation programme.

So as to accumulate Points at the time of purchases made in Store, Subscribers should present their physical loyalty card, if they hold one, or identify themselves (full name and all information necessary for complete identification such as, where applicable, postcode, address, etc.) at the till when making payment.

For purchases made on Websites, the calculation and accumulation of Points is undertaken automatically at the time of payment in the basket.

In the event of return (in Store, on stands located in mainland France and with a till or following the right of retraction after a purchase on Websites) of the Product(s) leading to the accumulation of new Points, said Points shall be removed.

1.3.2 Subscribers may consult the balance of Points on request in Stores or by consulting their account on the Website under the section "My Account/Morgan Loyalty/Consult Points balance".

One euro of purchases equates to one hundred (100) Points.

One Swiss Franc of purchases equates to one hundred (100) Points.

One English pound of purchases equates to one hundred (100) Points.

Moreover, Subscribers may benefit from additional Points:

- (i) where a Subscriber undertakes, on a single occasion, a purchase comprising one or more MORGAN articles for an amount equal to or in excess of 200 euros, 200 CHF or 200 GBP, depending on the zone, in line with the terms and conditions set forth under article 1.3.1.  
S/he shall then be awarded an additional 500 Points;
- (ii) where a Subscriber performs one of the following actions in favour of the MORGAN brand after having connected, at least one, to the Client account on one of the Websites via his/her Facebook account:

"I like" a Morgan product: 10 Hearts, up to the limit of one per day

"Share" a Morgan product: +50 Hearts, up to the limit of one per day

"I like" a Morgan post: +10 Hearts, up to the limit of once per day

"Share" a Morgan post on Facebook: +50 Hearts, up to the limit of once per day

Participation in MORGAN Facebook events: +200 Hearts

1.3.3 As soon as the threshold of ten thousand (10,000) Points is reached, a Heart Voucher is issued. The Subscriber shall then receive this information by SMS or email. Only Subscribers holding a card and not having notified their mobile phone number or email address shall receive their Heart Voucher(s) by ordinary mail. No prior information shall be sent thereunto. This Heart Voucher shall be

Five (5) euros for purchases made in the Eurozone

Five (5) CHF for purchases made in CHF zone

Five (5) GBP for purchases made in GBP zone.

Immediately after exceeding the threshold of ten thousand (10,000) Points and in such instance as the Subscriber should receive at least two thousand (2,000) additional Points, the Heart Voucher sent thereunto shall be increased by one (1) euro per section of two thousand (2,000) Points above the initial ten thousand (10,000) Points.

Beyond the threshold of eighty thousand (80,000) Points exceeded in one go, an initial Heart Voucher of forty (40) euros corresponding to these eighty thousand (80,000) Points shall be issued to the Subscriber. A second Heart Voucher corresponding to points accumulated in excess of the eighty thousand (80,000) shall additionally be issued to the Subscriber. Points are valid for a period of 12 sliding months following the date of purchase leading to issue thereof. Each purchase undertaken shall however lead to re-initialisation, for all Points existing in the Subscriber account, of the 12 month period indicated hereinabove.

#### **1.4: Loss, theft or fraudulent use**

In the event of loss or theft of the physical loyalty card, as in the case of misuse of the Loyalty Number, the Subscriber concerned should notify the Vendor as soon as practically possible.

This should be undertaken

either online, with the Customer Service team at the following address: "[serviceclient-internet@morgandetoi.fr](mailto:serviceclient-internet@morgandetoi.fr)" OR by using the contact form to declare the incident,

or by visiting one of the Stores to declare the incident.

A new Loyalty Account and Loyalty Number shall be attributed to the Subscriber and his/her Points shall be automatically transferred to the new Loyalty Account.

The Vendor shall be released of all liability pertaining to any of these incidents, including following any fraudulent use of Advantages pertaining to subscription to the MORGAN loyalty programme (exclusive offers or Heart Vouchers) by any third party.

#### **1.5: Liability**

In the event of any objection as to the amount of Points accumulated, only that information appearing in the Vendor database shall prevail.

The Vendor may not be held liable for the direct or indirect consequences of potential anomalies and defective operation of the Loyalty programme, which is not a result of its own doing.

Any abusive or fraudulent use by a Subscriber of the Advantages offered by the loyalty programme as well as any behaviour which harms the best interests of the Vendor may lead, following notice issued to the Subscriber, to revocation of the loyalty card or Loyalty Number concerned and the potential revocation of Points and/or Advantages obtained.

This shall additionally be the case in the event of falsification of information issued by the Subscriber or any third party acting on behalf of a Subscriber.

### **1.6: Personal information**

In the framework of Client participation in the MORGAN loyalty programme, the Vendor collects personal data of the Subscriber. Information identified as compulsory, namely full name, mobile phone number and/or email address, must be notified so as to allow for participation in the MORGAN loyalty programme.

The Vendor shall additionally collect, for the purpose of due and proper operation of the MORGAN loyalty programme, all information pertaining to purchases and consultation of Subscribers. This information notably allows the Vendor to issue statistics.

Subscribers have, pursuant to the provisions set forth under the Data Protection and Freedom of Information Act of 6 January 1978 amended, a right to access, amend and object to data issued. These rights may be exercised by contacting the Loyalty Card Department (serviceclient-internet@morgandetoi.fr - CAFAN, Service Carte de Fidélité MORGAN, 124 rue Réaumur, 75002 PARIS - 0969 32 00 31, calls charged at local rate).

Moreover, Subscribers may request to no longer receive (i) information pertaining to the loyalty programme or Advantages and/or (ii) the MORGAN newsletter and promotions. For this purpose, Subscribers should contact the Loyalty Card Department in line with the terms and conditions indicated hereinabove. These options are also available to Subscribers upon receipt of each email and/or SMS.

Subscribers may, finally, object to any use of electronic details (SMS and email) for communications concerning the loyalty programme.