



# AMERICAN VINTAGE EXPERIENCE LOYALTY PROGRAM

## GENERAL CONDITIONS OF USE

These General Conditions govern the contractual dealings between SARL AARON (and all its subsidiaries), which market its products under the "American Vintage" brand and its customers and prospects (hereafter "the Customer" or "the Member") when operating the American Vintage Loyalty Program.

### §1 - THE GENERAL CONDITIONS

The "American Vintage Experience" Loyalty Program is managed by AMERICAN VINTAGE (AARON SARL, a limited liability Company with capital of €150,000 registered on the Toulon Trade and Companies Register under the number 439 224 544, the registered office of which is at Parc d'activités de Signes– 83870 Signes – France).

The Member of the Loyalty Program is any physical person aged over 18 who is a Member of the American Vintage Experience Loyalty Program who satisfies the General Conditions for registration stipulated in this document.

This Program allows customers to earn points based on the number of visits and purchases made by the Customer from American Vintage stores and the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub domains) with the attribution of a Membership status giving entitlement to rewards.

An American Vintage Store is a retail store with the American Vintage trade sign, which exclusively sells American Vintage brand products (hereafter the "American Vintage Stores"). The following are excluded from the Loyalty Program: shop-in-shops in department stores with the American Vintage trade sign, American Vintage stores outside the following geographical perimeter (France, Germany, Spain, United Kingdom, the Netherlands, Belgium, Italy, Denmark, Austria, Sweden, Switzerland, Portugal, Luxembourg and the United Arab Emirates) and any other multi-brands chains selling American Vintage products.

The up-to-date General Conditions of the American Vintage Experience Loyalty Program can be consulted on the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub domains) at all times. The Member agrees that the Program can be partially or totally modified at any time, and that modifications cannot be the subject of any complaint or claim for damages whatsoever against SARL AARON (hereafter "the Company"). The Company reserves the right to cancel, replace or modify all or part of the Program, as well as the rewards and services offered by the Program, at any time.

These General Conditions and any modifications to them are considered to have been approved by the Customer when registering for the Program, or when using a reward or service from the Program.



## §2 - TERMS AND CONDITIONS OF MEMBERSHIP

Membership of the American Vintage Experience Loyalty Program (hereafter "the Membership") is obtained inside one of the participating American Vintage Stores on simple request by creating a customer file at the checkout or from the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub-domains), using the Loyalty Program's registration pop-up or automatically when a customer account is created.

Membership is free, without any purchase obligation. The loyalty card is dematerialised and is strictly personal. It cannot be sold, transferred or lent.

The American Vintage Loyalty Program is offered to legal entities or physical persons aged over 18 possessing full legal capacity.

In order to register for the American Vintage Experience Loyalty Program, the Customer is asked to complete the registration form or state, at the checkout, his/her title, surname(s), first name(s), email address and/or telephone number, date of birth. Other personal data may be requested for the requirements of managing and administering the Loyalty Program. If the Customer has any questions concerning personal data, the Company asks him/her to consult its "Personal Data Protection Charter".

The Customer will only be able to benefit fully from the Loyalty Program and the rewards offered, on the condition he/she provides all the compulsory information.

The Member guarantees the accuracy of all the information supplied. The Member is alone liable for any incorrect, incomplete or obsolete information provided by him/her. SARL AARON can never be held liable if an offer is not received because information is out of date or incorrectly completed.

When the Loyalty Program is launched on 30 September 2018 all the customers who are already registered in the American Vintage database will be automatically entitled to benefit from the American Vintage Experience Loyalty Program and its rewards. They can unsubscribe at any time by clicking on the unsubscribe email on the Loyalty Programs newsletters or by requesting this by sending an email to the following address: [amvexperience@am-vintage.com](mailto:amvexperience@am-vintage.com)

## §3 - PERSONAL DATA

### 1. Identity of the Data Controller

The data required for the American Vintage Experience Loyalty Program is collected by SARL AARON (on its own behalf and on the behalf of its subsidiaries), a limited liability company with capital of €150,000 registered on the Toulon Trade and Companies Register under the number 439 224 544, the registered office of which is at Parc d'activités de Signes– 83870 Signes – France).

### 2. Data collected

The following data is collected for the American Vintage Experience Loyalty Program : the data required to manage the American Vintage Experience Loyalty Account and Customer Services (subscription date, customer complaint, etc...), identification and address data (title, surname(s), first name(s), email address, postal address, telephone number, date of birth, as well as certain



information for proving identity, etc...), data on purchases made: data collected when the Customer makes a purchase to calculate the membership status and shopping points, ID details and information collected on the private space.

### **3. Protection of Personal Data**

The Customer has a right to access, oppose, rectify and delete his/her personal data in accordance with the Law n°78-17 of 6 January 1978 relating to computing, files and freedoms (the "Data Protection Law"), as amended by the law n°2004-801 of 6 August 2004 concerning the protection of processing the data of natural persons and the General Regulation on the Protection of Private Data (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and on the free movement of such data. SARL AARON invites the Customer to consult the "Personal Data Charter" on the [www.americanvintage-store.com](http://www.americanvintage-store.com) website with respect to this.

## **§4 - THE REWARDS OF THE LOYALTY PROGRAM**

### **1. General operation**

The Member of the Loyalty Program can receive rewards:

- linked to the shopping points he/she accumulates when making purchases
- linked to his/her loyalty membership status without purchase obligation)

Each Member possesses a loyalty account. The Member's loyalty account is linked to his/her ID details: name/first name/email address and/or telephone number (hereafter "the Identifiers"). In order to obtain optimum benefit from the Loyalty Program's rewards, the Member must identify him/herself for each transaction he/she makes so that his/her loyalty account is credited:

- by logging onto his/her customer account on the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub-domains)
- by giving his/her surname/first name/email address or telephone number at the checkout so he/she can be identified and his/her purchases registered on his/her loyalty account.

The Member is totally responsible for ensuring that his/her purchases are credited to the appropriate loyalty account by communicating his/her identifiers at the checkout or by using his/her identifiers to log onto the website. The Company cannot be held liable if purchases are wrongly attributed to an incorrect loyalty account.

As a reminder the rewards can be accumulated and will only be available in point of sales participating in the Loyalty Program (specified in §1 above - GENERAL CONDITIONS).

The Member will be informed of the rewards he/she is entitled to:

- by asking at the checkout (in participating retail outlets)
- by logging onto his/her customer account on the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub-domains) and by consulting the MY LOYALTY PROGRAM & VOUCHERS section. The rewards available are also automatically shown in the REWARDS section of the shopping cart (subject to a prior connection to the customer account)
- by specific communications from the Company in newsletters, text messages or letters

The Member will receive specific communications when he/she registers for the Loyalty Program. The Member can unsubscribe from communications (e-mail and/or telephone and/or postal mail) by



clicking on a specific unsubscribe link for emails, by replying to the STOPSMS in each text message or by contacting the Customer Service Department (hereafter § 8 - CONTACT).

## **2. Accumulation of points and the associated rewards**

The Member accumulates shopping points for each purchase which is made in point of sales participating in the Loyalty Program (specified above §1 - THE GENERAL CONDITIONS). Shopping points are awarded the day after each purchase (subject to technical problems which the Company cannot be held liable for) as follows:

- Purchase of a full price product €1 incl. of VAT = 1 point
- Purchase of a discounted product \*: € 2 incl. of VAT = 1 point

*\* For information, products which are purchased in outlet stores, on sale, during promotional operations or where a special discount has been granted (nonexhaustive list of reasons for discounts) are considered to be discounted).*

If the purchase amount includes a decimal, the shopping points are awarded on the basis of rounding down to the euro below. Amounts in foreign currencies are converted into euros to calculate shopping points based on the conversion rates in force used by the Company.

Shopping points are valid for 12 months from the date of purchase. The period of validity for the shopping points will be extended by 12 months for each purchase made (providing it has not refunded completely).

When 300 shopping points have been attained or exceeded, the Customer is entitled to a reward of - 10%. The reward is valid throughout the period of validity of the shopping points for any purchase from the current collection or new collection (excluding outlet products) in retail outlets participating in the Loyalty Program outside periods of sales or special promotions. Only one shopping point can be awarded at any one time.

Using a reward deducts 300 points from the Member's Loyalty account. The reward cannot be returned if the purchase for which the reward was used is partially or totally refunded. If the Member's balance of points is higher or equal to 300 points after the deduction of 300 points, the Member will benefit from a new 10% off reward on a future purchase. The Customer can use his/her reward when he/she wishes, within the limits of the restrictions mentioned above.

If a purchase is totally or partially refunded, the shopping points credited for the purchase will be automatically debited by the equivalent amount of shopping points for the refund in accordance with the same rules of calculation.

If the Member uses his/her shopping points reward and another type of voucher (e.g.: a gesture of goodwill) when making a purchase, the shopping points reward will apply first and the special discount second. Shopping points cannot be used for transactions which are equal to, or below zero.

The terms and conditions for calculating shopping points, the scale for obtaining points and the periods for using and applying the rewards are defined by the Company and can be modified or suspended at any time.



If the Member is unable to identify him or herself on the transaction date, he/she can ask the Customer Service Department to credit the shopping points corresponding to the amount of the purchase, within 30 days following the date of purchase (§ 8 – CONTACT AND CLAIMS). The Member must communicate all the information required to consider the request, which the Customer Service Department reserves the right to refuse.

If the Member unsubscribes from the program by mistake, the Member can re-subscribe and ask the Customer Service Department to reinstate his/her shopping points (§ 8 – CONTACT AND CLAIMS). The Member must communicate all the information required to consider the request, which the Customer Service Department reserves the right to refuse.

The points counter is activated on the date the Loyalty Program is launched (30 September 2018) or on the day when the Member registered for the Loyalty Program, if this is after the date of the launch.

To consult the number of shopping points he/she possesses, the Member can:

- log onto his/her customer account on the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub-domains)
- visit a point of sale participating in the Loyalty program
- contact the Customer Service Department (§ 8 – CONTACT AND CLAIMS)

### **3. Membership statuses and associated rewards**

The Member is given a membership status in the Loyalty Program. The Member cannot oppose the allocation of this membership status and agrees to it within the scope of this document. The membership status is calculated every day based on the Member's and purchasing behaviour (frequency, recent purchases, and amounts of purchases). The membership category is recalculated every day, and can change depending on the Member's purchasing behaviour.

There are 4 Membership status:

- NEW: no minimum purchase
- FRIEND: from €100 of purchases or 2 purchases of a minimum of €40 during the last 24 months\*
- ADDICT: from €800 of purchases or 5 purchases of a minimum of €50 during the last 24 months\*
- AMBASSADOR: from €2500 of purchases or 10 purchases of a minimum of €150 during the last 24 months\*

\* on the condition they have not been refunded (totally or partially)

Each Membership status gives an entitlement to the rewards which are detailed on the website: <https://www.americanvintage-store.com/en/american-vintage-experience-fr>

These rewards are valid in points of sale participating in the Loyalty Program. American vintage reserves the right to extend, restrict or suspend the rewards linked to each membership status.

Special conditions are specified for the following rewards.

#### **i. Gifts**

The Company can offer Members (of eligible categories) exclusive gifts within the limit of stocks available. The Company cannot be held liable if a gift is defective and the gift cannot be taken back or



exchanged. Gifts can be withdrawn from in the points of sale participating in the Loyalty Program and to the operation or shipped with an online order subject to stock availability.

#### **ii. Special events**

Events organised by the Company within the scope of the Loyalty Program can take place in certain points of sale participating in the Loyalty Program

or in certain towns/countries where the Company wishes to be present. The Company selects the venues, the number of events, the number of guests, the guest lists or the themes of its events, at its sole discretion, and cannot be held liable for failing to invite the Member. The Company is under no obligation concerning the frequency of invitations to the Member within the scope of the organisation of Loyalty Program events irrespective of the Member's Membership status

#### **iii. Sales promotions**

The Company reserves the right to decide whether to inform its Members of its sales promotions via the available channel (the exact and complete contact data given by a member that has not unsubscribed) of his/her choice (email, text message, letter). The Company cannot be held liable if the Member is not informed of a sales promotion (either intentionally by the Company or due to a problem beyond the Company's control (saturated email inbox, newsletter interpreted as spam by the Member's email inbox etc). The Member is not entitled to the promotion once it has expired, even if the Member was not informed of the promotion during its period of validity.

#### **iv. Easier credit notes, exchanges and returns made easier**

The Loyalty Program makes the shopping experience in participating point of sales easier for Members. Credit notes can be issued and exchanges can be made within a month, exclusively at the store of purchase, for eligible Membership statuses without a receipt. However, the issue of the credit note and exchange must respect the other terms stipulated in the General Conditions of Sale.

Items can be reserved for 24 hours in participating point of sales except during sales and promotional periods. The product will be put back on sale once this deadline has passed without the Member being able to make any complaint with respect to this.

Free returns for eligible Membership categories must comply with the General Conditions of sale stipulated for returns on the website: [www.americanvintage-store.com](http://www.americanvintage-store.com) (and each of its sub-domains). If the products or the request do not comply with the stipulated conditions for return, the Company reserves the right to refuse the article(s).

#### **v. Seasonal lookbooks and catalogues**

The Company can send Members (of eligible statuses collection catalogues, seasonal look books and any other information on the brand or the Loyalty Program by postal mail. However, these mediums can only be received providing the Member has given the Company a correct, valid and complete postal address. The Company cannot guarantee that these mediums will be received and cannot be held liable for problems whilst transporting them. The Company also reserves the right to decide the quantities supplied for each medium, which will be sent to the Member within the limit of the stocks available.

#### **vi. Birthday offer**



The Company can grant its Members a birthday offer providing the Member has informed the Company of his/her birthday as well as a valid email address enabling the Company to inform a Member of this reward.

The nature of the birthday offer can change (in the form of a voucher or a gift), which will be awarded with the limit stock availability, if this involves goods.

## **§5 - LOYALTY SPACE**

The Member must visit the website [www.americanvintage-store.com](http://www.americanvintage-store.com) (or its sub domains) to access any information relating to the Loyalty Program.

The Member can create an account or log onto his/her existing account ("MY ACCOUNT"), and click on the "My Loyalty Program and Discount Voucher» tab. The customer will have access to the following information: membership status, number of points available, current reward and history of rewards used on the website. The customer cannot access the history of rewards used in stores via this space.

## **§6 - LIABILITY**

SARL AARON reserves the right to modify all or some of the rewards and the Program's services as well as the terms and conditions of validity and use, unilaterally without notice. If the number of accumulated points is contested, only the information contained in SARL AARON's database will be considered to be material proof.

SARL AARON disclaims all liability for all direct or indirect consequences of any faults or malfunctions to the Program, the website, [www.americanvintage-store.com](http://www.americanvintage-store.com) (and its sub domains), or the account, for any reason whatsoever.

SARL AARON also reserves the right to cancel the American Vintage Experience Loyalty Program at any time (terms of Membership, rewards from the Loyalty Program etc). If the Loyalty Program ceases, SARL AARON will inform the Customer, giving one (1) month's notice, allowing the Customer the opportunity to use the acquired points/rewards for a period of one month from this announcement. These points/rewards will be permanently lost if the Customer does not use them.

## **§7 - FRAUDULENT USE**

The Member undertakes to respect the General Conditions of Use and to act honestly with respect to the American Vintage Experience Loyalty Program. Thus, any fraudulent use of the Program by the Member or by a third party acting on the behalf of the Member, and any action to disrupt the Program, conflict of interest, or any breach of the General Conditions of Use will automatically result in the cancellation of all the loyalty rewards, and the deactivation and cancellation of the Loyalty Account without any compensation or indemnity of any kind.

## **§8 - CONTACT AND CLAIMS**

The Member can send any request (question, claim, deregistration, request to unsubscribe from communications, deletion of personal data or any other demand relating to the Loyalty Program) to the Customer Service Department at SARL AARON:



- By telephone (cost of a local call): +33 4 98 07 00 27 (from France), +44 3 306 840 940 (from United Kingdom), +353 1 513 4840 (from Ireland), +32 23 18 37 30 (from Belgium), +31 10 808 10 42 (from the Netherlands), +352 2 786 14 78 (from Luxembourg), +45 89 88 62 04 (from Denmark), +46 31 308 82 42 (from Sweden), +358 94 245 0707 (from Finland), +49 30 982 89 166 (from Germany), +43 720 88 48 18 (from Austria), +48 58 881 00 83 (from Poland), +34 912 69 39 63 (from Spain), +351 308 805 745 (from Portugal), +39 05 5062 0299 (from Italy), +30 211 198 51 68 (from Greece), +41 225 19 27 99 (from Switzerland)
- by email to the address: [amvexperience@am-vintage.com](mailto:amvexperience@am-vintage.com)
- by letter to the following address: American Vintage, Parc d'activités de Signes, allée de Stockholm, 83870 Signes – France

The Customer Service Department reserves the right to carry out a control in the event of a claim connected to the Member's rewards, points or Membership statuses relating to the Loyalty Program without any obligation to respond favourably to the claim even if it transpires to be justified. In point of fact, the attribution of rewards, points or the Membership status relating to the Loyalty Program is managed by an automated information system which the Customer Service Department cannot intervene on.

#### **§9 - DISPUTES - GOVERNING LAW AND JURISDICTION**

The General Conditions of Use are subject to French law. Any dispute whatsoever between the parties relating to the General Conditions of Use (or any one of the contracts made under their application) notably relating to its formation, interpretation, performance and cessation, will be for the exclusive jurisdiction of the Marseille Commercial Court, even in the event of multiple defendants or third-party notices.