# TERMS AND CONDITIONS APPLICABLE TO THE YVES ROCHER LOYALTY PROGRAM

## **MY LOYALTY CARD**

### Effective May 15, 2025

The Yves Rocher loyalty program, called "My Loyalty Card" (hereinafter referred to as the "Program"), is owned by Yves Rocher North America Inc., with its registered office located at 2199 Fernand-Fontaine Boulevard, Longueuil (Québec), J4G 2V7, Canada (hereinafter referred to as "Yves Rocher").

These terms and conditions applicable to the Program (the "Terms") are intended to define the content and conditions applicable to the Program in force between Yves Rocher and the customers participating in the Program (the "Participants").

Subject to compliance with the Terms, the Program allows Participants to accumulate points for their purchases in any Yves Rocher store (including stores and spas) to benefit from rewards and various benefits.

Participation in the Program implies the unconditional acceptance and strict compliance with the Terms by the Participants. Due to any modifications that may be made to the Program and/or the Terms from time to time, Participants are invited to regularly refer to the up-to-date version of the Terms available online at <a href="https://www.yvesrocher.ca/en/my-loyalty-card">https://www.yvesrocher.ca/en/my-loyalty-card</a>. If a customer refuses to fully adhere to the Terms, they will not be able to participate in the Program, and their loyalty card and participation in the Program will be considered cancelled.

#### Scope of the Program

The Program is valid in all Yves Rocher stores (including stores and spas) located in the province of Quebec only (hereinafter referred to as the "Stores"), excluding purchases made online.

The loyalty program is not valid on the website <a href="https://www.yvesrocher.ca">https://www.yvesrocher.ca</a>, corporate sales, or wholesale sales made for the benefit of companies or organizations. The Program is valid only for individuals acting for their personal use.

#### Contact

For any information, questions, or advice, Yves Rocher advisors are available to customers in a Store.

Our Customer Service is also available by email at <a href="mailto:serviceclients@mail.yvesrocher.ca">serviceclients@mail.yvesrocher.ca</a> and by phone at +1 888-909-0771 from Monday to Friday from 8:00 AM to 9:00 PM (EST) and Saturday from 9:00 AM to 7:00 PM (EST).

### **Eligibility for the Program**

Only individuals aged 15 and over are eligible to participate in the Program. Yves Rocher reserves the right to refuse enrollment in the Program if any of the eligibility conditions are not met.

#### **Conditions for Enrollment and Participation in the Program**

Enrollment in the Program is possible free of charge without a purchase or with a purchase in a Store. It is personal and reserved for individuals for their personal use.

To validate their enrollment in the Program and to allow Participants to be informed of the status of their loyalty account, as well as, at their choice, to be informed in advance of the news related to the "Yves Rocher" brand and to receive invitations to take advantage of promotional offers on their favourite beauty products reserved for Participants, they will be asked to provide Yves Rocher with the following information:

- First name, last name, postal address, email, and phone number;
- Optional: date of birth and gender.

Enrollment in the Program gives Participants the choice to receive or not receive promotional communications via different media. Participants are free to modify their choices at any time by sending an email-<u>at serviceclients@mail.yvesrocher.ca</u>, specifying their first name, last name, email address, and loyalty card number.

Registration in the Program results in the issuance of a personal loyalty card number, along with the provision of a physical card in a store. In order to maintain their loyalty card and participation in the Program, Participants must keep their loyalty account active, which means making at least one (1) purchase of products and/or spa treatments in a Store within a twelve (12) month period from the date of issuance of the loyalty card. In the event that Participants do not keep their loyalty account active, Yves Rocher will cancel their account, as well as any benefits and/or points accumulated up to the cancellation date, in accordance with the provisions set forth in the section titled "Termination of the loyalty card and other benefits related to the Program." A customer can only benefit from one registration in the Program: one loyalty account and one loyalty card per person. The "My loyalty card" is personal to each Participant and cannot be transferred. It is not a payment card, cannot be exchanged for cash, and cannot be exchanged for any product or reward that is not expressly provided for in the Program. Points have no cash value and can only be used within the Program, in accordance with the Terms. The loyalty card remains the property of Yves Rocher, which reserves the right to cancel it in case of non-compliance with the Terms, its issuance, and/or its use.

#### <u>Accumulating Points on the Loyalty Card and Other Benefits</u>

Once the loyalty card is issued, the Program allows Participants, upon presentation of their loyalty card during any purchase of products and/or spa treatments in a Store, unless otherwise stated, to accumulate points according to the following scale: \$1.00 of purchase equals 1 stamped point on the loyalty card. Yves Rocher rounds down to the nearest multiple of "5" when the number of points to be stamped on the loyalty card is not an exact

multiple of "5." For example, for a purchase of \$12.25 before applicable taxes, two (2) stamps, each representing five (5) points, will be stamped on the loyalty card. Participants who do not present their loyalty card during a purchase of products and/or spa treatments will not be able to receive points on their loyalty card retroactively, and points that could otherwise have been awarded during a purchase will be deemed cancelled. Yves Rocher reserves the right to offer additional promotions from time to time and temporarily enhance the ratio of \$1.00 of purchase equalling 1 stamped point on the loyalty card as generally provided for in the Program. Points will only be awarded on the loyalty card once at the end of a purchase of products and/or beauty treatments. Points are calculated and awarded on the total value of a transaction in a Store, after any discounts granted, if applicable, but before applicable taxes. Points become available to obtain a reward immediately at the purchase that allows Participants to fully complete their loyalty card with Yves Rocher stamps and reach the target of one hundred (100) points.

#### Obtaining the Loyalty Reward

Immediately upon completing a purchase that results in filling the loyalty card with the required one hundred (100) points to award a reward, a reward may be given to Participants by an advisor in exchange for removing the stamped label attached to the loyalty card. Participants will be informed of the completion of their loyalty card by a Yves Rocher advisor. The loyalty reward is personal.

## **Delivery of the loyalty reward**

When a loyalty card becomes fully stamped to confirm the attainment of 100 points, Participants have the choice of one (1) reward, at their discretion, from the following Two (2) rewards:

- a predetermined product to discover at the discretion of Yves Rocher, in standard size or in sample size; or
- planting one (1) tree through the Yves Rocher Foundation for Nature. In such a case, a sum of money will be donated to the Yves Rocher Foundation for Nature for tree planting.

#### <u>Termination of the loyalty card and other Program benefits</u>

The loyalty card and participation in the Program are conditional on Participants maintaining their active loyalty account. This means that Participants must use their loyalty card at least once every twelve (12) months from the date of issue of the loyalty card. In the event that an account becomes inactive or is about to become inactive, Yves Rocher will notify Participants by email regarding the inactive or impending inactive status of their account, and they must make a purchase or claim their earned but unredeemed reward within the prescribed time frame in order to maintain the validity of their Program benefits. Yves Rocher may cancel loyalty cards, Program participation, and unclaimed rewards in the event of account inactivity or any breach of the Terms. Yves Rocher is committed to acting in accordance with applicable laws in monitoring account inactivity and sending notices to inform Participants of their account status and cancellation.

## **Checking Accumulated Points**

The number of points accumulated by Participants is indicated on the loyalty card by the number of stamps applied to the card by a Yves Rocher advisor.

## Cancellation of Points in case of Refund or Return request

Points related to a purchase that has been refunded or returned will be cancelled and deducted from the Participants' loyalty card.

### **Loss or Theft of the Loyalty Card**

In the event of loss or theft of the loyalty card, or complete or partial destruction of the label affixed to it, Participants will be fully responsible and must bear the Loss without Yves Rocher being responsible for replacing the points obtained until the date of Loss. In the event of Loss of the loyalty card, Yves Rocher disclaims any liability. Participants must report the Loss of their card to Customer Service by email in French at <a href="mailto:serviceclients@mail.yvesrocher.ca">serviceclients@mail.yvesrocher.ca</a> or in English at <a href="mailto:customerservices@mail.yvesrocher.ca">customerservices@mail.yvesrocher.ca</a> or by phone at +1 888-909-0771, Monday to Friday from 8:00 AM to 9:00 PM (EST) and Saturday from 9:00 AM to 7:00 PM (EST), so that Yves Rocher can deactivate the card and issue a new one in a Store.

#### **Breach of the Terms and Misuse of the Program**

Any breach of the Terms and/or any abusive or fraudulent use of the loyalty card and/or the Program may result, at Yves Rocher's discretion, in the immediate cancellation of the loyalty card and the account of the offending Participants, resulting in the loss of all benefits already accumulated under the Program, including the accumulated number of points. This would be the case, for example, if Yves Rocher discovers that Participants are falsifying their loyalty card, the label affixed to it, and/or the number of stamps appearing on the loyalty card in any way. In order to guard against the risk of fraud and abusive use of the loyalty card and/or the Program, Yves Rocher has implemented means to monitor compliance with the Terms at its sole discretion.

Yves Rocher reserves the right to take any action it deems necessary in the event of abusive or fraudulent use of the loyalty card or the Program.

#### Unsubscribing

Participants retain the right to unsubscribe at any time from commercial promotional offers received by email regarding the Program, either by informing a store advisor or by clicking on the "Unsubscribe" link in any of the emails from Yves Rocher.

Participants who wish to unsubscribe completely from the Program and have their personal information held by Yves Rocher deleted from its database must contact Customer Service in accordance with the provisions set out in the section titled "Personal Information."

#### Personal Information

In the event that Participants wish to access, modify, or even delete their personal information held by Yves Rocher, Participants must contact Customer Service at this number +1 888-909-0771 to make the request. Requests will be processed as soon as possible but no later than thirty (30) days from the date of the request.

## **Complaints**

Any complaint, disagreement, or dispute between Yves Rocher and any Participant must first be brought to the attention of Customer Service at +1 888-909-0771, Monday to Friday from 8:00 AM to 9:00 PM (EST), and Saturday from 9:00 AM to 7:00 PM (EST) by the dissatisfied Participant. Customer Service will attempt to reach an amicable resolution with the Participant.

Except where prohibited by law, participation in the Program implies that Participants agree to individually and without class action settle any claim or complaint, if any. Any claim, judgment, or out-of-court settlement will be limited to actual incurred expenses up to a maximum of Can\$100.00 and expressly excludes attorney fees, representation fees, punitive or indirect damages, or any other similar damages.

# <u>Changes to Operating Conditions, Suspension, or Termination of the Loyalty</u> **Program**

Yves Rocher reserves the right to evolve the Program and modify the Program and/or the Terms at any time, at its sole discretion, including temporarily suspending the Program or even terminating it. The current and dated version of the Terms is accessible online at https://www.yvesrocher.ca/en/my-loyalty-card.

In the event of changes to the Terms, the most recent version will be made available to Participants online and will be applicable and in effect from the date of the update.

Yves Rocher reserves the right to cancel a loyalty card or account in the Program in the event of Participants' inactivity for a continuous period of twelve (12) months or more. In such an event, Yves Rocher will provide notice to Participants to allow them to react and make a purchase of a product and/or service in a Store in order to remain Participants in the Program and retain the points accumulated on their loyalty card.

Participation in this Program implies acceptance of all these Terms by Participants, as well as any decision made by Yves Rocher in accordance with them, including their interpretation. Yves Rocher's decisions will be made at its sole discretion, and its decisions will be final, binding, and not subject to appeal.

### Applicable law

The Terms constitute the contract between Yves Rocher and any Participant in the Program. The Program and the Terms are subject to the laws of Quebec and the applicable Canadian federal laws.

The "Yves Rocher" trademark and its designs are trademarks or registered trademarks owned by Laboratoires de biologie végétale Yves Rocher, La Croix des Archers, F-56200, La Gacilly, France.