## General Terms

## 1. These Terms

1.1 These are the terms and conditions on the use of our website (including the Rituals mobile app) and the sale of our products to you.

1.2 Please read these terms carefully before you submit your order to us. These terms, amongst others, tell you who we are, how we will provide products to you, how you or we may change or cancel orders, what to do if there is a problem and other important information.

## 2. Information About Us

2.1 We are Rituals Cosmetics, a multinational company. Please see the table below for our company details.

To Rituals Cosmetics E-commerce B.V., trading under the name of RITUALS

- Correspondence address: PO Box 15500, 1001 NA Amsterdam (Not for returning webshop orders)

- Visiting address: Keizersgracht 683, Amsterdam
- Telephone number: +31 (0)202415948
- E-mail address: <a href="mailto:service@rituals.com">service@rituals.com</a>
- Registration Number: B-372677
- Chamber of Commerce number: 59751061
- VAT identification number: NL853629729B01

2.2 You can contact our customer service team in your country by telephone or email. Please see the contact details in the table above.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

#### 3. Use of Our Website

3.1 On our website you can purchase our products via our online distribution channel. The online purchase of our products and the use of our website are available to consumers only. We shall under no circumstance be obliged to accept orders from entrepreneurs or legal entities or bodies and we retain the right to refuse orders that are meant for the resale of products by an unauthorized distributor and/or distribution channel (drop shipping included).

3.2 Information on our products can be found on our website. We try to make sure that all information on the website is complete and correct. However, please be aware that possible inaccuracies can occur at the moment of placing your order. Subject to applicable law, we do not accept any liability for these inaccuracies.

3.3 We retain the right to change, add and delete information on our website at any time without prior notice being required.

3.4 When you place an order with us, you agree to these terms and conditions and to the rules governing the fair use of our website ("hereinafter: "the House Rules"), which are also placed on our website at <u>the Rituals House Rules</u> or can be found in the app homepage under Disclaimer. When we detect any suspicious behaviour on our website, for example via oddities or irregularities with orders, fraudulent transactions, misuse of promotions and violation of the terms of having a customer account, we retain the right to investigate and take actions including, but not limited to, blocking (bank) accounts and/or payments, occasionally or permanently, or cancelling orders. The actions to be taken and when they should be taken are at our sole discretion.

3.5 We furthermore retain a protocol for situations as mentioned under clause

3.4. In case of a breach of the Rituals House Rules, we retain the right to add the individuals involved to our fraud database. We will only do so in compliance with the applicable data protections laws and regulations, including but not limited to the GDPR. We will process the personal data in relation to the fraud database on the ground of our legitimate interest, which is the protection and prevention from harm to our business, caused by fraudulent actions. Personal Data in the database will be retained for a period of 1 to 5 years maximum, depending on the gravity of the breach of the Rituals House Rules.

3.6 Please see our <u>"Rituals House Rules"</u> for information on the fair use of our website and <u>click</u> to read our privacy policy with further information about our data processing practices and security measures.

3.7 All intellectual property on this website in respect of amongst other visuals, brand names, product descriptions and other communications included on this website is owned by us, the group of companies we belong to or our licensees. It is forbidden to publish, copy, use or multiply the contents of this website or parts there of in any way, unless permission to do so has been provided to you. You are allowed during your use of this website to copy information needed for your own personal use, such as information needed for your order.

#### 4. Placing An Order On Our Website

4.1 You can order products on our website by selecting them and placing them in your shopping cart. You can check the content of your cart before proceeding with your order. In your shopping cart you can make any adjustments to your order. Please be aware that products in your cart are not reserved for you until the order process is fully completed. If you find everything okay with your order, please enter and check your details in the order before confirming your order. After confirmation, please select a delivery method. The costs of delivery will be displayed to you on our website. You will then be directed to the payment process, where you can select and perform the payment via the method of your choosing. Once your payment has been processed, your order will be confirmed by us per email with an order number.

4.2 If you have selected delivery to your address, we will send you another email with the estimated delivery time(s). It is possible that your delivery will be delivered in separate deliveries (split deliveries) from our warehouses and stores if you have ordered multiple products from our website.

Where available: if you have asked to collect the products from one or more of our stores by way of click and collect, you can collect them from us during opening hours after confirmation by us that your order is ready and waiting for you in the store(s) of your choosing. Please check our website or app for the current opening hours of our stores and the delivery options that are available to you.

#### 5. Our Contract With You

5.1 Acceptance of your order will take place by email to you. Your order is final when we accept it and confirm delivery, at which point a contract will come into existence between you and us.

5.2 Circumstances can occur that effect the acceptance of orders. Subject to applicable law, we retain the right at all times to not accept orders and/or refuse delivery at any time at our own discretion.

5.3 If we are unable to accept your order, we will inform you of this by email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified, or for other reasons.

5.4 All orders are subject to product availability and delivery. If any items are out of stock, we retain the right to inform you about alternative or similar items for purchase on our website. If you do not wish to purchase these items, we will refund any payments you have already made to us for the unavailable items. If an order can no longer be fulfilled due to circumstances beyond our control (force majeure), such as errors in availability and / or delivery, we will inform you of this within a maximum of 14 days after the date of your order and we may end the contract. We will provide you with a refund for any sums you have paid in advance for products which can no longer be provided to you.

5.5 When placing an order, you will be requested to fill in a delivery address in the country of the website. Unfortunately, we do not deliver to postal addresses or locations outside the country of the website you have placed your order on.

## 6. Our Products

6.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown in images on our website.

6.2 The above does not affect your legal rights in relation to faulty or misdescribed products.

## 7. Your Rights To Cancel Your Order

7.1 Your rights when cancelling the order and thus ending the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. The cancellation and/or termination rights set out in this clause 7 do not affect or restrict any termination rights granted to you by any applicable mandatory laws.

7.2 If what you have bought is faulty or misdescribed, you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back).

7.3 You may end the contract in situations where we inform you that we are not able to do what we told you we were going to do, such as:

a) we have told you about an upcoming change to the product or these terms which you do not agree to;

b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;

c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

7.4 If you are ending a contract for a reason set out at under clause **7.3 (a)** to **(d) above**, the contract will end immediately and we will refund you in full for any products which have not been provided.

7.5 If you have just changed your mind about a product, you may be able to return such product and get a refund if you are within the provided cooling-off period of 90 days, which cooling off period starts on the date you have received the products. This 90 days return policy goes above and beyond your legal right to change your mind within 14 days after delivery of the products.

7.6 If you choose to use your legal right to change your mind (i.e., the right of withdrawal), you may do so by providing us the Model withdrawal form referred to in clause 8.1 c) or by providing us an unambiguous statement regarding your choice to use you right of withdrawal within 14

days after the date of delivery of the products. You will have to return the Products to us within 14 days from providing the Model withdrawal form or other statement.

## 8. How To Cancel Your Order

8.1 To end the contract with us, please let us know by doing one of the following: a) **Phone or email.** Call or email customer services at the contact details provided in the table under clause 2. Please provide your name, home address, details of the order and, where available, your phone number and email address; or.

b) **Online.** Complete <u>the form</u> on our website; or

c) In case of a return as meant in clause 7.5 of these Terms and Conditions, please complete filling in the return form via our <u>Return portal</u>, which is included at the end of these Terms and Conditions under Annex 1; or

d) Through any other type of unambiguous statement.

## 9. How To Return Your Order To Us

9.1 If you want to return your order to us, you can do so within a maximum of 90 days as from the date you received the products. The return of the products shall be free of charge if shipment to us is made from the same country where we delivered the products. In all other cases, the costs of shipment to us shall be borne by you. When you send your order back to us, please make sure to ship the order in its original packaging and to complete the return form that is provided with your order. You can also find <u>the form here.</u>

9.2 We retain the right to refuse the return of items that have been sealed for health protection or hygienic purposes, once these have been unsealed after you receive them.

9.3 Pursuant to clause **9.2**, it is not possible to return cosmetics, underwear, clothing and earrings of which the sealed packaging has been opened or when these items have been used and/or worn, which has as a consequence that we are no longer able to re-sell these products. It is also not possible to return personalized products that are specifically made on the basis of your specifications and are manufactured by us on the basis of your individual choice or decision, or are otherwise clearly intended for you specifically, such as, but not limited to, the Hair Temple shampoo/conditioner and the Mansion Collection XL Fragrance Sticks.

9.4 Online orders that you have picked up from our store (click and collect) as well as online order that are shipped to your home, can be returned in a store of your choosing. If available in your country.

9.5 If you have received a gift with your order and you want to return the full order to us, please make sure to include the gift with your return shipment. Should you keep the gift, we will deduct the price of the gift from your refund.

9.6 After the receipt of your return order, we will make any refunds due to you as soon as possible, and within a maximum of 14 days after we received the returned goods. Should you have paid the order concerned by means of a Rituals (Online) Gift Card or any third-party gift card, Rituals will reimburse the concerned amount to such Rituals (Online) Gift Card or third-party gift card only (not in cash unless required by law). In case you are no longer in the possession of a Rituals (Online) Gift Card, Rituals (Online) Gift Card, Rituals (Online) Gift Card, Rituals will issue you a new Rituals (Online) Gift Card upon your request. In case you are no longer in possession of your third-party gift card, please contact the provider of the gift card for assistance. Rituals recommends you to always retain your Rituals (Online) Gift Card or third-party gift card until the period in which you may return your order has lapsed. Please see the <u>Terms and Conditions Rituals Gift Card</u> for the arrangements concerning the Rituals (Online) Gift Card.

9.7 Please see our <u>FAQ page</u> more information about our order and return process.

## 10. Product

10.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at the number and email provided in clause 2 or send a letter to us Our postal addresses are also mentioned in clause 2.

10.2 We are under a legal duty to supply products that are in conformity with your order. Nothing in these terms will affect your legal rights.

## 11. Price And Payment

11.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on the website. The prices as displayed in your shopping cart is the check-out price. Subject to applicable law, we are not liable for or bound to prices that are evidently incorrect or erroneous.

11.2 If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may i) charge you for the corrected price of the items, or ii) if you don't agree with the corrected price - we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.3 We accept different payment methods:

• Credit card (MasterCard, VISA, American Express): Your credit card will be charged upon Order Confirmation.

• **PayPal:** You pay the invoice amount via the online provider PayPal. In general, you have to register or be registered with PayPal, enter your login details to confirm your identity and then confirm the payment instruction to us. You will receive further information during the order process.

• Online bank transferBy entering your bank account details you instruct your bank to transfer the amount.

Pay later with Klarna: In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, the payment period is 14 days (or two (2) months against payment of a fee) from shipment of the products. You can find the complete terms and conditions for the markets where this payment method is available. In case you pay later with Klarna we retain title to the products delivered to you until the payment for them has been made in full. You are not entitled to resell any products delivered to you which are subject to the retention of title as stated in this clause 11.3 unless we have granted prior written consent to such resale.
RITUALS (Online) Gift Card: In order to redeem your (online) gift card, add your name, the gift card number and the PIN into the gift code box on the checkout, this will automatically deduct the entire amount of your (online) gift card from your order total. You can use another payment method to pay for the rest of your order, if your (online) gift card does not cover the entire order amount. You are unable to apply just a portion of your (online) gift card amount to an order. If you are using an (online) gift card online and the total order value is less than the value of the card, any balance will remain on the card and may be applied to future purchases, provided that the card has not expired.

## 12. Our Responsibility For Loss Or Damage Suffered By You

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

12.2 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 13. How We May Use Your Personal Information

13.1 We will only use your personal information as set out in our privacy policy.

## 14. Other Important Terms

14.1 These General Terms and Conditions are subject to change from time to time. Amended terms and conditions will apply to orders placed after the amendment has taken effect. Please visit our <u>website</u> for the most recent version.

14.2 These terms are governed by the laws of the jurisdiction where you are domiciled and you can bring legal proceedings in respect of the products in the courts of the jurisdiction where you are domiciled.

14.3 You may also be able to refer a dispute to the European Online Dispute Resolution ("**ODR**") platform at <u>http://ec.europa.en/odr.</u> The ODR platform is a web-based platform which is designed to help you when you have bought products or services online.

14.4 Should you have any complaints, please contact us via <u>service@rituals.com</u> / +31 (0)202415948, see clause 2 for the details. We shall do our utmost to reply to your complaint within 14 days of receipt. If more time is needed to formulate a response, we will inform you of the delay and our reasons.

14.5 We request our customers to exercise reasonable efforts to handle a complaint by mutual agreement, before submitting the claim for any legal proceedings.

# 15. Modifications To These Terms Depending On Your Place Of Domicile Belgium

15.1 if you are a customer domiciled in Belgium,

the following arrangement will replacearticle 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The abovementioned limitations of liability shall not apply in the event of bodily injury or death attributable to us, or in the event of wilful misconduct or gross negligence.

## USA

15.2 If you are a customer domiciled in the USA,

the following arrangement will replacearticle 4.2 of these terms:

You can have your order delivered to a home address or a pick-up point. We may use UPS or another carrier to deliver your order. If you have selected delivery to your address, we will send you another email with the estimated delivery time(s). It is possible that your delivery will be delivered in separate deliveries (split deliveries) from our warehouses and stores if you have ordered multiple products from our website. We may apply a delivery charge.

Where available: If you have asked to collect the products from one or more of our stores by way of click and collect, you can collect them from us during opening hours after confirmation by us that your order is ready and waiting for you in the store(s) of your choosing. Please check our website for the current opening hours of our stores.

The following arrangement would be added to article 12:

#### SUBJECT TO APPLICABLE LAW, WE HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR YOUR INTENDED PURPOSE.

#### Croatia

15.3 If you are a customer domiciled in Croatia,

the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### Poland

15.4 If you are a customer domiciled in Poland,

the following arrangement will replace article 9.1 of these terms:

If you want to return your order to us, you can do so within a maximum of 90 days as from the date you received the products. The return of the products shall be free of charge if shipment to us is made from the same country where we delivered the products. In all other cases, the costs of shipment to us shall be borne by you. When you send your order back to us, please make sure to ship the order in its original packaging or in the other packaging providing adequate protection for the order and to complete the return form that is provided with your order. You can also find the form here.

#### The following arrangement will replace article 11 of these terms

The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on the website. The prices as displayed in your shopping cart is the check-outprice.

If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we end the contract, refund you any sums you have paid and require the return of any goods provided to you.

#### Norway

15.5 If you are a customer domiciled in Norway,

the following arrangement will replace article 3.4 of these terms:

When you place an order with us, you agree to these terms and conditions and to the rules governing the fair use of our website ("hereinafter: "the Rituals House Rules"), which are also placed on our website at Rituals House Rules. When we detect any suspicious behaviour on our website, for example via oddities or irregularities with orders, fraudulent transactions, misuse of promotions and violation of the terms of having a customer account, we retain the right to investigate and take actions including, but not limited to, blocking (bank) accounts and/or payments, occasionally or permanently, or cancelling orders. The actions to be taken and when they should be taken are at our sole discretion and upon request, we will provide you with the reason for the action concerned.

#### Sweden

15.6 If you are a customer domiciled in Sweden,

the following arrangement will replace article 9.3 of these terms:

Pursuant to clause 9.2, it is not possible to return cosmetics, underwear, and earrings of which the sealed packaging has been opened or when these items have been used and/or worn, which has as a consequence that Ritual is no longer able to re-sell these products. It is also not possible to return personalized products that are specifically made on the basis of your specifications and are manufactured by us on the basis of your individual choice or decision, or are otherwise clearly intended for you specifically, such as, but not limited to, the Hair Temple shampoo/conditioner and the Mansion Collection XL Fragrance Sticks. the following arrangement will replace article 14.3 of these terms:

You may also be able to refer a dispute to the Swedish National Board for Consumer Disputes (ARN) via <u>https://arn.se/om-arn/anmalan/</u> or the European Online Dispute Resolution (each and jointly referred to as the "ODR") platform at <u>http://ec.europa.en/odr.</u> The ODR platform is a web-based platform which is designed to help you when you have bought products or services online.

## UK

15.7 If you are a customer domiciled in the UK,

the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but (other than as explained in clause 0 below) we are not responsible for any loss or damage that is not foreseeable.

Nothing in these Terms and Conditions is intended to exclude our liability for i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; ii) for fraud or fraudulent misrepresentation; and/or iii) for breach of your legal rights in relation to the products.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will (other than in the circumstances described in clause 12.2 above) have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### Italy

15.8 If you are a customer domiciled in Italy,

the following arrangement will replace article 7.3 of these terms:

We will be responsible for conformity defects of the product for a period of two (2) years from the delivery of the product, as long as you communicate us of such defects within two (2) months from their discovery. You shall then be entitled to: (a) choose between repairing or replacing the product, at our expenses, provided that your choice does not result impossible or entail a cost that is manifestly disproportionate to the other method, taking into account the nature or value of the product or the importance of the defect; (b) ask for a reduction of the price or terminate the contract, provided that (i) repairing or replacing the product was impossible or excessively onerous; (ii) we did not repair or replace the product within a reasonable period of time; or (iii) the repair or replacement of the product caused significant inconvenience to you.

You are exempted from proving the existence of the lack of conformity of the product during the six (6) months period following the delivery, unless that is incompatible with the nature of the product or the nature of the defect.

You can find more information about warranty by visiting our FAQ section on our website.

the following arrangement will replace article 12 of these terms:

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Nothing in this agreement shall be construed as to limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for wilful misconduct or gross negligence; for breach of your legal rights in relation to the products.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.

## **Rituals House Rules**

## 1. For The Use Of Website And Placing Online Orders

We welcome all Rituals customers to our (mobile) website, including the Rituals mobile app, where you can find information about our company, our products and how to order from us. When using this website and when placing your order with us, please keep in mind the following House Rules.

Customers that (repeatedly) violate these House Rules may be listed in our fraud database and can be blocked from placing orders and/or performing payments via our website. In all situations, we will provide the customer with a notification explaining the reason of the measures taken by Rituals and its consequences.

## 2. Fraudulent Transactions

2.1 Rituals does not accept payments that are performed with stolen financial information and or by fraudulent means, such as stolen or false credit and debit cards, hacked PayPal or Klarna accounts or stolen/invalid gift cards. If the total amount of the fraudulent transaction is below €500,-, Rituals will block the account for 1 year. If the amount exceeds €500,-, the account will be blocked for 3 years. Repeated offenders will be blocked for 5 years. Rituals will notify the customer when doing so.

2.2 Orders can also be blocked based on notifications we receive during the fulfillment process, for example notification about an individual being a 'restricted party' on a national or international fraud list.

## 3. Account Fraud

3.1 Rituals provides its (new) customers with benefits when they create an account, such as a welcome gift, a birthday gift or a new customer promotional code. Customers are allowed one (1) account per individual. This means that when a customer creates or tries to create another account with a different email address or different name or different home address etc. (with or without the aim of receiving more customer benefits), Rituals retains the right to block the second account to prevent any abuse. Rituals will notify the customer when doing so. In case the customer does not appeal such block in three months, the account will be deleted.

3.2 Customers are not entitled to receive any benefits related to creating an additional account, when these benefits have already been received with the creation of the initial account.

3.3 Customers that create an excessive amount (>2) of accounts and try to claim benefits for said amounts, will be blocked for a period of 1 year. Rituals will notify the customer when doing so

#### 4. Abuse of Gifts and Promotions

4.1 If the customer has received a gift with its order and wishes to return the order to us, it is required to include the gift in your return shipment. For partial returns the gift must be included if the threshold for receiving the gift is no longer met with the partial return. Should the customer fail to do so, Rituals will deduct the price of the gift from the customers' refund. Rituals retains the right to block the customers' account for the duration of 1 year in case of repeated violations. Rituals will notify the customer when doing so.

4.2 Promotional codes and discounts cannot be combined. Every promotion has a specific code or discount, which is not meant for the use of other promotions.

## 5. Unfounded Returns and or Claims

5.1 In the occurrence of multiple claims, for example complaints related to broken items, missing items, wrong delivery etc., in a short period of time, Rituals retains the right to block customers' account from placing orders and/or performing payments in case the customer does not provide (sufficient) proof of its complaints. Rituals will notify the customer when doing so.

5.2 If Rituals has suffered damages related to the above and the amount of these damages is below €500,-, the account will be blocked for 1 year. If the amount of damaged exceeds €500,-, the account will be blocked for 3 years. Rituals will notify the customer when doing so.

## 6. Blocked Account/Payments

6.1 In case a customer is blocked from placing orders and/or performing payments on the website, Rituals will inform customer of the reason and duration thereof. Customers are still able to visit our stores and purchase products in store, but this will not result in the unblocking of the account, or the receipt of any compensations or refunds via the store.

## 7. Data Protection

7.1 In case a customer is blocked from placing orders and/or performing payments on the website, Rituals will add the customer and account(s) in question to its fraud database in order to prevent fraudulent users from placing orders via these account(s). Personal data in this database will be stored for a period of max. 5 years, depending on the gravity of the breach of these Rituals House Rules. Rituals will do so in compliance with the applicable data protections laws and regulations, including the GDPR. Rituals will process the personal data in relation to the fraud database on the ground of its legitimate interest, which is the protection and prevention from harm to the business, caused by scams and fraudulent actions. Please note that in case the customer requests its personal data to be deleted, limited personal data - as included in the fraud database - will be retained to prevent the customer from circumventing the block placed on its account. Please see our privacy policy for more information about our data processing practices, your rights thereto and our security measures.

## **Privacy Policy**

#### 1. Introduction

This is the Privacy Policy of Rituals Cosmetics Enterprise B.V. (Keizersgracht 683, 1017 DW Amsterdam, The Netherlands) (hereinafter: "**Rituals**", "**we**" or "**us**"). The proper handling of personal data is extremely important to us. We therefore take great care when processing and protecting your personal data. This is done in accordance with provisions set out in the applicable privacy laws (including the General Data Protection Regulation). To ensure your privacy as far as possible, we adhere to the following core values:

**Information**: We wish to inform you about why and how we use your personal data. This is described in this Privacy Policy.

**Limited collection**: We take great care to limit the information we collect and use to only that which is necessary for selling our Products and/or providing our Services (as defined below).

**Security**: We take the appropriate measures to secure your personal data and require the same from the parties that use your data on our behalf. Rituals proactively tests on a continuous basis its websites and apps by means of an automated security scan.

**Individuals' rights**: We respect your rights under applicable privacy laws (including the right to access, correct, or delete your personal data in accordance with such laws).

This Privacy Policy describes how we implement these core values and how we respect and protect your right to privacy. We strongly urge you to read this statement carefully, as it sets out the basis on which we use your personal data when you buy our products online or in one of our stores or via other Rituals' points of sale ( "**Products**"), access our websites, interact with us or otherwise use our services and applications (jointly referred to as: "**Services**").

#### 2. Personal Data We Collect And Use

The personal data we collect about you when you buy our Products or use our Services, include the following (hereinafter jointly referred to as: "**Personal Data**"):

- Your contact details. Your name, postal address and other contact details, such as your telephone number and e-mail address, and any other contact details you provide to us (including delivery address when you purchase our Products online).
- Your electronic identification data and other information we automatically collect when using our online Services. When visiting our websites or apps, interfere (opening, clicking, reading, cursor-movement etc.) with our newsletter or being confronted with online marketing advertisements of Rituals, we collect data automatically through your browser or device, by making use of cookies and other technologies to track visitors on the website (including web analytics), such as your IP address, MAC address, your browsing behaviour, the Products and Services you like and the content of your abandoned shopping basket. Please see our <u>Cookie Policy</u> to find out more.
- Your account data. To complete your account at Rituals (if applicable, e.g. MyRituals) (online or instore via the onboarding application), we use your name, gender, email address, date of birth (plus social security number if this is linked to your birthday under local law) and other information you voluntarily provide to us, such as your telephone

number, favourite Rituals collection, additional interests and favourite categories or personal product advice (such as but not limited to soul-wear, skincare, make up and haircare).

- Your purchases in our stores. Only when you are a MyRituals member, we can link data from your purchases in our stores to your MyRituals profile based on the verification of your personal data at the counter that you provide (e.g., your MyRituals member card (number), email address and/or mobile telephone number), such as the amount and date of your purchases, the Product(s) or Service(s) you purchase, the location of the store, payment status, (employee) discount (if any), voucher code used (if any), gift with purchases (if applicable) and optional additional personal card or engraving data.
- Your purchases online. To complete your online purchases via the official Rituals webshop or via other official social media-channels of Rituals, we use your name, gender, email address, telephone number (if you voluntarily provide this to us), delivery method and delivery address and all relevant information regarding your purchases, such as the amount and date of your purchases, the Product(s) or Service(s) you purchase, the device through which you make your purchases, payment method, payment status, bank account details, (employee) discount (if any), voucher code used (if any), gift with purchases (if applicable) and optional additional personal card or engraving data. In order to offer you third party partner payment methods, we might pass your personal data in the form of contact and order details to said third parties in the checkout process, in order for them to assess whether you qualify for their payment methods and to tailor those payment methods for you. Your personal data transferred is processed in line with the third party's privacy notice. Please see <u>this page</u> for our payment partners.
- Your personal data when using our Rituals Perfume Diffuser device and app. If you make use of our Rituals Perfume Diffuser App, we record your name and email address. In order to be able to use the device in combination with the App, information in relation to the device is automatically collected, such as Wifi strength, battery percentage, cartridge fill, scent, installed version, fan-information, online/offline status. We also collect and use other personal data you voluntarily provide to us, such as room size, and room name.
- The personal data you share with us during the personalization-process when you buy a personalized Rituals product. If you personalize Rituals Products via us, we use your personalized data (e.g., the name you would like to be placed on the Rituals Products) in order to be able to handle your request and provide you our Services. Where available, Rituals may also offer the option to personalize your Rituals Online Gift Card via the Rituals website, (such as, but not limited to, personalization by means of uploading and usage of a picture, video, GIF or other file (hereinafter: 'Image Material'). Rituals works together with third parties to provide you with such service, which third parties work on our behalf, as you can read further in this Rituals Privacy Policy. The Image Material provided by you will be made available by Rituals on the Rituals Online Gift Card until the Rituals Online Gift Card has been completely redeemed, however in any event no longer than 12 months after receiving the Rituals Online Gift Card by recipient, after which the personalized Image Material shall be replaced by a standard Rituals image and the Image Material will be deleted by Rituals.

- Your personal data when subscribing to our newsletter. To be able to provide you with the newsletter of Rituals containing inspirational and commercial content, we use your email address and additional information if you add such to your profile, such as name, date of birth and favourite store. Rituals also sends out personalized newsletters, based on your personal preferences.
- Recordings (CCTV, events and telephone recordings). Some of our stores use video surveillance systems (CCTV). When you enter such stores, you are recorded by our video surveillance systems. If you attend events or fairs that Rituals hosts or attends, you can also be recorded if we make video footage of such event or fair. If you call us with a question or complaint, your telephone calls to us will be recorded.
- Your communication data. Any data shared by you when communicating with us via email, online, telephone, social media or any other form, such as questions, requests or complaints.
- Your personal data regarding raffles, subscribe and win, lead generation campaigns, contests or sampling-activation. Any data shared by you when participating in a raffle, subscribe and win, lead generation campaign, contest or sampling-activation.
- Your ratings and reviews and feedback. The opinions, experiences, preferences and interests and Product- or event reviews that you publish on our websites or share with us online or through social media.
- Health data. We can also collect information in relation to your health, such as regarding your allergies. We will only use health data you voluntarily provide us and such only with your prior consent or under your direction to do so and only for the purposes set out in this Privacy Policy. You may refuse or revoke your consent at any time, as set out below (see 'Your Rights').

## 3. Purposes Of Use Personal Data

The Personal Data we collect is exclusively used for the following purposes:

For the performance of our agreement with you: In order to carry out our obligations arising from any contracts entered into between you and us, and to provide you with the Products, Services and information that you request, including managing and handling your requests, inquiries or complaints. This also includes enabling you to make a purchase of our Products, to participate in our MyRituals program, raffles, contests or our lead generation campaigns, responding to your requests to provide customer service, responding to your inquiries, providing you with essential information regarding our Products and Services you request, etc.

<u>For our legitimate commercial interests:</u> We use your Personal Data as described above (both on aggregated and on individual basis) for the purpose of advertising our Products and Services, to

contact you via e-mail, regular mail, social media or otherwise for direct marketing or other commercial purposes. We also use your personal data to validate that the age requirements in order to create a MyRituals account are met and to send you a birthday gift. Furthermore, we use your Personal Data for analysing and improving the quality of our Products and Services, such as providing you with customer services and aftersales, and to understand you as a customer (customer optimization). This enables us to assess what may interest you, to measure or understand the effectiveness of advertising we serve to you and others and to deliver relevant advertising. In addition, based on your use of our Services and Products you purchased, we may target you with advertisement or other marketing materials that are customized to your personal preferences and experiences.

We may also use your Personal Data, for our other legitimate commercial interests such as to operate and expand our business activities; to develop and improve or modify our Products and Services; to protect and defend our (and others') rights, property or safety; to prevent abuse and fraud related to online sale of our products and to monitor the compliance with our House Rules for the use of our website(s) and app(s); to generate aggregated statistics about the users of our Products and Services; to facilitate our business operations; to operate company policies and procedures; to enable us to make corporate transactions, such as any merger, sale, reorganization, transfer of Rituals' assets or businesses, acquisition, bankruptcy, or similar event; or for other legitimate business purposes permitted by applicable law.

<u>Use of information based on your consent:</u> Under circumstances we will also ask your consent for the processing of your personal data. For example, when you have not purchased our Products but would like to receive (MyRituals) direct marketing communications (such as newsletters, promotions, news on products) via email, other electronic means or telephone. Furthermore, in limited instances, we will process your health data for the purposes set out in this Privacy Policy.

You can withdraw your consent at any time (see the section Your rights below).

<u>To comply with our legal obligations:</u> Any Personal Data we collect may be used to comply with a legal obligation to which we are subject, such as supervisory bodies, fiscal authorities or investigation bodies.

#### 4. Social Media

When you participate in various social media forums like Facebook, Twitter, Pinterest, Instagram, LinkedIn, etc., you should be familiar with and understand the tools provided by those sites that allow you to make choices about how you share the personal data in your social media profile(s).

Rituals is bound by the privacy practices or policies of these third parties, so we encourage you to read the applicable privacy notices, terms of use and related information about how your personal data is used in these social media environments.

Also, depending on the choices you have made regarding your settings on various social media sites (and/or in combination with your settings on the Rituals pages), certain personal data may be shared with Rituals about your online activities and social media profiles (e.g. interests, marital status, gender, user name, photo, comments and content you have posted/shared etc.).

#### 5. Sharing Your Personal Data

We share your Personal Data with the following parties:

<u>Other entities within the Rituals Group.</u> Your Personal Data will be shared between the responsible Rituals entities that may use your Personal Data as described in this Privacy Policy. An overview of the relevant responsible Rituals entities can be found <u>here</u>.

<u>Third Party suppliers.</u> We engage third parties, from time to time, to help us providing us our Products and Services, including:

- Business partners, suppliers (such as IT service providers) and sub-contractors;

- Contact centres, to assist us on the Consumer Service-department;

- Advertising and media companies that carry out marketing and media activities on our behalf (including affiliate marketing);

- Analytics and search engine providers that assist us in the improvement and optimisation of our website and apps, such as Google Analytics.

In providing their services, these third party suppliers will access, receive, maintain or otherwise process Personal Data on our behalf. Our contracts with these service providers do not permit use of your Personal Data for their own (marketing) purposes. Consistent with applicable legal requirements, we take commercially reasonable steps to require such Third Party suppliers to adequately safeguard your Personal Data and only process it in accordance with our instructions.

<u>Corporate transaction</u>. In addition, Personal Data may be disclosed as part of any merger, sale or transfer of Rituals' assets.

<u>Third parties in case of legal requirement</u>. We may also disclose your Personal Data if we believe we are required to do so by law.

<u>With consent</u>. We may also disclose information about you, including Personal Data to any other third party, where you have consented or requested that we do so, for example in case of a promotional campaign with another sponsor.

#### 6. International Transfers Of Your Personal Data

In most cases your Personal Data will be processed within the European Union. However, please be informed that Rituals may transfer and process any Personal Data you provide to us to countries other than your country of residence. The laws of these countries may not provide the same level of protection to your Personal Data. Rituals or Third Party suppliers we use will therefore seek to ensure that all adequate safeguards are in place and that all applicable laws and regulations are complied with in connection with such transfer, more in particular for Personal Data transferred to countries outside the European Economic Area. This means that we entered into legally necessary contracts with recipients of your data, including standard contractual clauses as approved by the European Commission or other supervisory authority where required.

You are entitled to receive a copy of any documentation showing the suitable safeguards that have been taken by making a request via <u>privacy@rituals.com</u>.

#### 7. Security

We will take reasonable steps to ensure that your Personal Data are properly secured using appropriate technical, physical, and organizational measures, so that they are protected against unauthorised or unlawful use, alteration, unauthorised access or disclosure, accidental or wrongful destruction, and loss.

We take steps to limit access to your Personal Data to those persons who need to have access to it for one of the purposes listed in this Privacy Policy. Furthermore, we contractually ensure that any Third Party supplier processing your Personal Data equally provide for confidentiality and integrity of your data in a secure way.

#### 8. Data Retention

We retain your Personal Data for as long as required to satisfy the purpose for which they were collected and used (for example, for the time necessary for us to provide you with customer

service, answer queries or resolve technical problems), unless a longer period is necessary for our legal obligations or to defend a legal claim.

## 9. Your Rights

Subject to the conditions set forth in the applicable law, you have the following rights with regard to our processing of your Personal Data:

- Right of access You have the right to request confirmation if Rituals processes personal data about you, and if such is the case, access to the personal data and additional information. Upon request, we can also provide you with a copy of the personal data undergoing processing;
- Right to rectification You have the right to request that Rituals corrects, adjusts or completes your Personal Data if we have inaccurate or incomplete data relating to you. You can also correct, adjust or complete your personal data yourself by updating your profile. We also kindly request you to ensure that changes in personal circumstances (for example, change of address, bank account, etc.) are notified to Rituals so that we can ensure that your Personal Data is up-to-date. Rituals will take all reasonable steps to ensure that all Personal Data are correct;
- Right to withdraw consent You have the right to revoke your consent for receiving marketing communications at any time, by following the instructions in any marketing communication or by filling in the form as set out below. If we use your Personal Data based on your consent for other reasons than marketing communication, you can revoke your consent by filling the form as set out below;
- Right to delete You have the right to request deletion of any irrelevant Personal Data we hold about you when (i) the data is no longer necessary in relation to the purposes for which they are collected; (ii) you withdraw your consent and there is no other legal ground for processing; (iii) you object to the processing in case of direct marketing purposes, or in any other case there is no overriding legitimate ground for processing; (iv) we unlawfully processed your data. If you have such a request and all requirements are met, we shall make sure that Rituals erases the data of which we are not under a legal obligation to retain;
- Right to restriction of data use You have the right to restrict our use of your Personal Data where (i) you contest the accuracy of the Personal Data; (ii) the use is unlawful but you do not want us to erase the data; (iii) we no longer need the Personal Data for the relevant purposes, but you require them for the establishment, exercise or defence of legal claims; or (iv) you have objected to data use justified on our legitimate interests pending verification as to whether Rituals has indeed compelling interests to continue the relevant data use;

- Right to data portability to the extent that we use your Personal Data for the performance of an agreement with you, and that personal data is processed by automatic means, you have the right to receive all such Personal Data which you have provided to Rituals in a structured, commonly used and machine-readable format, and also to require us to transmit it to another data controller where this is technically feasible;
- Right to object to the extent that we are relying on our legitimate interests to use your Personal Data, you have the right to object to such use, and we must stop such processing unless we can either demonstrate compelling legitimate grounds for the use that override your interests, rights and freedoms or where we need to process the data for the establishment, exercise or defence of legal claims. You also have the right to object to profiling activities conducted by Rituals;
- Right to lodge a complaint You also have the right to lodge a complaint with a supervisory authority, in particular in your Member State of residence, if you consider that the collection and use of your Personal Data infringes this Privacy Policy or applicable law.
- For further information regarding your rights, or to exercise any of your rights, please complete this <u>contact form</u>, and do the following:
- Select the relevant subcategory; and fill in all the e-mail address(es) that you use and have used for all related Rituals services in the comment box, such as but not limited to registration newsletter, account for the webshop, app for the Wireless Perfume Diffuser etc.

## 10. Changes To The Policy

This Privacy Policy may be revised from time to time. If a fundamental change to the nature of the use of your personal data is involved or if the change is in any other manner relevant to you, we will ensure that information is provided to you well in advance of the change actually taking effect.

#### 11. Contact Us

If you have any queries about this Privacy Policy or our handling of your Personal Data in general, please email us at <u>privacy@rituals.com</u> and be sure to indicate the nature of your query.

## **Rituals Gift Card**

## 1. Rituals Gift Cards

1.1 The Rituals Gift Card ("Rituals Gift Card") is available in our stores1, via our web-shop (website and mobile app) and at selected third parties. Rituals Gift Cards purchased online can only be delivered to countries where we have stores.

1.2. In certain countries<sup>2</sup> an electronic version of the Rituals Gift Card is available ("Rituals Online Gift Card") via our web-shop (website and mobile app).

## 2. Value

2.1 Both the Rituals Gift Card and Rituals Online Gift Card (together: "Rituals (Online) Gift Card") are available in the following currencies and values:

a. The Rituals Gift Card in store: EU (Euro 10 - 250), GB (GBP 10 - 250), DK (KR 100 - 2500), NO, SE (KR 100 - 2,000), HKD (100 - 1,000), PLN (40-1,100), SFR (10-250).
b. The Rituals Gift Card via web-shop: (Euro 10 - 100), GB (GBP 10 - 100), DK (KR 100 - 750), NO, SE (KR 100 - 1,000), SFR (10-100), HKD (100 - 1,000).
c. The Rituals Online Gift Card: EU (Euro 10 - 200), GB (GBP 15 - 200), NO, SE (KR 150 - 2,000), DK (KR 100-750), SFR (10-100).

Additional value cannot be added to a Rituals Gift Card.

2.2 After purchase, the value of the Rituals (Online) Gift Card balance can be checked in 3 ways:

a. using the <u>gift card balance</u> checker.

b. at one of our stores; or

c. by downloading the Rituals app and adding the Rituals Gift Card by clicking on 'my gift cards' in the menu and after filling in the gift card information and adding the applicable Rituals Gift Card.

#### 3. Specific Terms For Rituals Online Gift Card

3.1. The Rituals Online Gift Card can be sent via e-mail, Facebook Messenger or WhatsApp. All such (third) parties process personal data in accordance with their privacy policy. Please familiarize yourself with such terms before continuing with these options. If we send an email to the recipient with the Rituals Online Gift Card we shall always disclose the personal details of the person who purchased it.

3.2. If you are the recipient of the Rituals Online Gift Card via e-mail:

a. Rituals has received your e-mail address from the person who purchased the Rituals Online Gift Card. Rituals processes your personal data in accordance with its privacy policy, available here. Rituals only uses your e-mail address to send you the Rituals Online Gift Card.
b. To exercise your rights under the GDPR, please see below in art. 25. Rituals shall process such request accordingly in accordance with the applicable laws.

3.3. If you are the purchaser of the Rituals Online Gift Card:

a. After payment of the Rituals Online Gift Card, you can provide the e-mail address of the recipient of the Rituals Online Gift Card. By doing so, you acknowledge that you have provided the recipient of the Rituals Online Gift Card with information as to processing of its personal data

in accordance with our privacy policy, available here, in order for Rituals to fulfil the delivery of the purchase made.

b. You may choose the date and time of when you would like Rituals to send the Rituals Online Gift Card up to a maximum of 12 months upfront. Rituals is obliged to deliver the Rituals Online Gift Card without any defects.

## 4. Personalizing your Rituals Online Gift Card

4.1. In your country, Rituals may offer the option to personalize your Rituals Online Gift Card via the Rituals website, (such as, but not limited to, personalization by means of uploading and usage of a picture, video, GIF or other file (hereinafter: 'Image Material'). Rituals works together with third parties to provide you with such service, which third parties work on our behalf, as you can read further in the <u>Rituals Privacy Policy</u>.

4.2. By uploading the Image Material, you confirm to be entitled to distribute and reproduce the content and material of those files. Due to the automated process of the fabrication no manual testing or correction of the Image Material shall take place by Rituals or any third party contracted by Rituals.

4.3. By uploading the Image Material, you grant Rituals a non-exclusive, neither limited in time or place right to use the Image Material for the production and distribution of the Rituals Online Gift Card and to carry out the necessary acts of use and exploitation for this purpose by itself or by third parties.

4.4. By uploading the Image Materials, you are solely responsible for the submitted content used for the configuration of the Rituals Online Gift Card. You ensure that the used Image Material is free of third-parties rights. Unlawful content or content that violates applicable regulations or content that is eligible to insult, defame, harass or otherwise harm other individuals, is not admissible. In case of violations thereof Rituals reserves its right to delete the Image Material and decline the supply of the credit of the Rituals Online Gift Card, reimbursing only the credit amount as well as the product cost withholding the Rituals Online Gift Card instead. You agree not to upload, forward, send via email or otherwise transmit Image Material containing software viruses or other computer codes, files or programs that are able to interrupt, destroy or restrain the functionality of computer software or hardware or telecommunication devices. You indemnify and shall hold Rituals fully harmless from any third party claim or damage incurred as a consequence of the Rituals Online Gift Card being issued with faulty Image Material.

4.5. Rituals is entitled, but not obligated, to review the legality of the Image Material provided by you when you uploaded Image Material. Insofar Rituals considers the Image Material to violate applicable law or these terms of use, Rituals is entitled to delete this Image Material without prior notice.

4.6. The Image Material provided by you will be made available by Rituals on the Rituals Online Gift Card until the Rituals Online Gift Card has been completely redeemed, however in any event no longer than 12 months after receiving the Rituals Online Gift Card by recipient, after which the personalized Image Material shall be replaced by a standard Rituals image and the Image Material will be deleted by Rituals.

#### 5. Redeeming Rituals (Online) Gift Card

5.1. The Rituals (Online) Gift Card can only be redeemed in countries which have the same currency as the country in which the Rituals (Online) Gift Card has been purchased , and reflects a value equal to the amount in such currency as stated on the Rituals (Online) Gift Card. The Rituals (Online) Gift Card can be redeemed via the official Rituals stores and the official Rituals website and mobile app. The Rituals (Online) Gift Card cannot be used at our wholesale partners or shop-in-shop locations. For a list of our stores, please take a look at our <u>online store locator</u>.

5.2. Subject to the restrictions referred to in these Terms and Conditions or any successor terms the Rituals (Online) Gift Card can be redeemed for products and/or services up to the value of the amount loaded on it. Purchase values will be deducted from the Rituals (Online) Gift Card balance until the value reaches zero. The Rituals (Online) Gift Card has no expiry date. Remnant amounts remain valid indefinitely. No service or dormancy fees will be charged.

5.3. If the total value of the products and/or services purchased exceeds the amount that is on the Rituals (Online) Gift Card, the remaining balance for such products can be paid via any other accepted method of payment.

5.4. The Rituals (Online) Gift Card is not redeemable for cash, except as required by law, and is not reloadable (except in case of returns as set out below). Except if required by law and explicitly stated in these terms Rituals will not refund the remaining balance on the gift card in cash / via bank transfer. Lost or stolen cards will not be honored or replaced. Rituals is not responsible for lost, stolen, or damaged cards or unauthorized use caused solely by the cardholder's act or omission.

5.5. All refunds of products or services purchased with Rituals (Online) Gift Card will be made in accordance with Rituals' refund policy; see in store or <u>online</u> for details. If Rituals accepts your return of a Rituals product that you have purchased by means of the Rituals (Online) Gift Card, Rituals will reimburse the concerned amount to such Rituals (Online) Gift Card only (no reimbursement in cash, except if required by local law). Rituals therefore recommends you to retain your Rituals (Online) Gift Card until the return in which you may return your products has lapsed. This does not affect your statutory rights. The Rituals (Online) Gift Card is not an electronic payment instrument within the meaning of the applicable law, not a cheque, guarantee, credit or nor a charge card. The Rituals (Online) Gift Card is an electronic form of a voucher.

5.6. The use of the Rituals (Online) Gift Card may be restricted with certain promotional offers. These restrictions will be expressly set forth for each promotional offer concerned.

## 6. Changes

6.1. Rituals reserves the right to change these terms of the Rituals (Online) Gift Card a.o. to reflect changes in the law or meet regulatory requirements by notifying the changes via our web shop, on our mobile app and in our stores. Applicable updated version of the terms of the Rituals (Online) Gift Card will be available at all times in our stores or at our web shop.

#### 7. Right Of Withdrawal

7.1. If for whatever reason you don't want to use the Rituals (Online) Gift Card you have purchased at our web shop or on our mobile app, you may exercise your statutory right of withdrawal. You can invoke your right of withdrawal by informing us that you don't want to use the Rituals (Online) Gift Card within 14 calendar days after the delivery of the Rituals (Online) Gift Card to you or the recipient. To exercise your right of withdrawal, please follow the <u>instructions</u> online.

7.2. If you use your right of withdrawal, we will immediately block your Rituals (Online) Gift Card. We shall reimburse to you all payments received, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to exercise your right of withdrawal. If the Rituals (Online) Gift Card has already been used, you are not entitled to use your right of withdrawal.

#### 8. Rights Under GDPR

8.1. To exercise your rights as stipulated under the GDPR, such as the right of access or deletion, please follow the <u>instructions</u> as stipulated in art. 9 of The Rituals Privacy Policy.

#### 9. Choice Of Law And Jurisdiction

9.1. Except where prohibited and without limitation to any statutory rights more favourable for consumers, any dispute between you and Rituals shall be governed in all respects by Dutch law and all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the purchase or use of the Rituals (Online) Gift Card shall be resolved individually, without resort to any form of class action, and exclusively in the competent courts of Amsterdam, the Netherlands. In any case, in your quality as consumer you may decide, at your election, to refer the matter to the court of the place where you are domiciled or resident.

9.2. Please note that the European Commission manages an Online Dispute Resolution website <u>http://ec.europa.eu/odr/</u> dedicated to helping consumers and traders resolve their disputes out-of-court, including cross-border disputes.

## 10. About Us

10.1. The Rituals Gift Card is issued by: Rituals Cosmetics Enterprise B.V., Keizersgracht 683, 1017 DV, Amsterdam, the Netherlands, registered in the Commercial Register of the Netherlands, Chamber of Commerce under the number 34136394, VAT number NL8092.15.160.B01, telephone number +31 (0)20 2415948, email address: ConsumerCare@rituals.com.

<sup>1</sup> In participating countries only / as per August 1st 2021 and uptime: Belgium, The Netherlands, Luxembourg, Germany, Austria, Switzerland, Sweden, Norway, Denmark, Spain, Portugal, France, United Kingdom, Ireland, Poland and Italy.

<sup>2</sup> In participating countries only, as per August 1st 2020 and uptime the Netherlands, Germany, Belgium, France, Luxembourg, Austria, Spain, Sweden, Norway, United Kingdom, Denmark, Portugal, Switzerland.

<sup>3</sup> Giftcards in HKD can only be redeemed in Hongkong.

## Terms & Conditions My Rituals

## 1. General

These My Rituals Terms & Conditions for the My Rituals Program are issued by Rituals Cosmetics Enterprise B.V. and are part of the Rituals General Terms and Conditions. In case of any discrepancy between these My Rituals Terms and Conditions and the <u>Rituals General Terms</u> and <u>Conditions</u>, the former prevail.

1.1 If you join the My Rituals loyalty program, you will receive personalised offers and surprises - collecting meaningful moments. These personalised offers and surprises are based on your online purchases and purchases in official Rituals stores in participating countries. When you purchase Rituals products from our partners, such as warehouses and shop-in-shops, or in countries other than participating countries, these will not be registered to your account. Please note that in the Netherlands the minimum age to create a My Rituals account is 16.

## 2. Core Benefits

2.1 Upon registration, every My Rituals member is eligible for the following benefits:
A "Thank You gift" with your second purchase after registration, only applicable for members that joined My Rituals after May 1st 2022; one gift per My Rituals member only, gift might differ in Rituals outlet stores and Rituals standalone airport stores, not available in (wholesale) partner locations. Not valid when purchasing a gift card;

• A gift when you spend more than the minimum purchase amount as further explained in our instore communication and on the <u>promotions page</u> (available in selected periods, whilst stocks last, max. 1 gift per purchase instore or online. The Premium and Deluxe gift with purchase is available online. Instore you will receive a premium or deluxe gift upon request. Not in combination with other promotions, not valid when purchasing a gift card. Threshold amount fluctuates per campaign and per gift);

• A birthday gift (voucher to be redeemed within 30 days from the registered date of birth, one gift per My Rituals member only. You will receive this gift with any purchase online or in a standalone Rituals store, not available in Rituals outlet stores, wholesale partner locations or airports. Not valid when purchasing a gift card);

- Exclusive offers, personal surprises and the latest (My) Rituals news via email;
- · Special text messages with invitations or offers (please see below under "SMS/TEXT
- MESSAGES MY RITUALS");
- · Invitations to special events; and
- Possible savings deals, where the applicable terms will be explained per deal.

2.2 All benefits will be automatically added to your account and are available upon identification or signing in. Benefits cannot be valued in monetary terms, cannot be exchanged for money or a cash alternative and cannot be passed on to others. Offers may differ online and in store.

## 3. Sign Up, Edit & Unsubscribe

3.1 You can sign up in various different ways:

- In official Rituals stores in the countries where the My Rituals loyalty program has been rolled out;
- Via text message;
- Online; or

• In the Rituals App.

3.2 After signing up, you will receive a username, password and a My Rituals loyalty program ID. These details are strictly personal and must be kept for yourself. Inform Rituals immediately if you think a third party has acquired your password.

3.3 You can always change your profile by logging in via your <u>account</u>. You can also change your account in stores with the help of store personnel. Alternatively, our <u>customer service</u> will be happy to help you. In every email we send you, we will always offer you an opt-out.

## 4. Personal Details

4.1 Rituals processes the following personal details in connection with the My Rituals loyalty program:

The necessary details are:

- First name & surname;
- Gender;
- Email address;
- Date of birth;

The extra (optional) details we ask for are:

• Telephone number;

4.2 If you make purchases in store, we might ask you for your My Rituals loyalty program ID or your telephone number so that we can find you in our customer database and add your purchases to your account. When you make purchases as a My Rituals member, Rituals also registers the details of your purchase, including the date and location. In doing so, Rituals creates an interests profile on you in order to be able to select products that will be of relevance to you. Rituals processes your personal details in line with its <u>Privacy Policy</u>.

## 5. Email Communication My Rituals

5.1 An essential part of the My Rituals loyalty program relates to receiving personalized offers and surprises, Rituals news, invitations to special events via email etc. (see Benefits).

5.2 As a result, only those who wish to receive these My Rituals marketing emails and provide their consent accordingly are able to create a My Rituals account. Nonetheless, should you, after you have created your My Rituals account, wish to opt-out to one or more of our communications via email, you can do so at any moment via the unsubscribe link in the footer of our emails or via your My Rituals account when logged in via the website or app.

## 6. SMS/Text Messages From My Rituals

6.1 Rituals may send to you marketing and promotional text messages using an automatic telephone dialing system ("**My Rituals SMS**"), if you provided us with your consent to do so.

6.2 Such My Rituals SMS will be sent to the mobile phone number you provide to Rituals, as part of your enrolment or subsequently when you sign up for My Rituals SMS text messaging. By opting in to the My Rituals SMS Program, you represent that the mobile number for which you have opted-in, is one for which you are authorised to provide consent to receive SMS from My Rituals.

6.3 You understand that we do not rely on your consent where we need to contact you in relation to a purchase from Rituals or as part of your general participation in the My Rituals loyalty program. You may withdraw your consent at any time. To withdraw your consent and opt-out of text messages at any time, send a text message with 'RITUALS STOP' to 1008. Please note that you may receive one additional SMS confirming your opt-out.

6.4 You agree that if and before you disconnect or transfer your mobile number, you will opt-out that number from My Rituals SMS Program.

## 7. Miscellaneous

7.1 Membership of the loyalty program is for an indefinite period. Rituals maintains the right to alter the general terms and conditions and the contents of the My Rituals loyalty program at any given moment. You will always be informed prior to any changes.

7.2 If for some reason you do not agree with the changes, you are free to end your membership of the My Rituals loyalty program.

7.3 You can end your membership of the My Rituals loyalty program at any given moment by sending an email to our customer service department via <u>the contact form</u>. In the contact form you can select 'My account' as subject, and followed by 'My Rituals' when asked what your question is about. You can also contact us with any other questions via this method.

7.4 Dutch law applies to the My Rituals loyalty program. The competent court in Amsterdam, the Netherlands has the non-exclusive jurisdiction to settle disputes in connection to these terms and conditions, which means that you can file a claim to enforce your consumer protection rights in connection with these terms and conditions in Amsterdam or in the EU country where you live.

## **Promotional Cards**

## 1. Who Can Use the Card

The Rituals promotional card ("Promotional Card") can be used by anyone aged 18 or above. If you are under the age of 18, you will need proven consent from your parents or guardian to use the Promotional Card.

Agreement to terms and conditions

Using the Promotional Card constitutes full and unconditional agreement to these terms and conditions.

## 2. Discount

The discount (% or fixed amount) and validity period will be specified on the Promotional Card.

## 3. Locations to Redeem the Card

The Promotional Card can only be used in official Rituals shops and in the Rituals webshop of the country where it is issued unless otherwise specified on the Promotional Card. The Promotional Card can not be used in Rituals Outlets, shop-in-shops and the Rituals App.

## 4. Restrictions of Use

The Promotional Card cannot be reproduced, altered, sold and/or otherwise published (online). Rituals is not responsible if the Promotional Card is lost, stolen, destroyed, damaged or used without your permission.

#### 5. Value

The (value of) the Promotional Card cannot be redeemed for cash and/or a Rituals giftcard.

#### 6. Using the Card on Your Purchases

The Promotional Card can only be used once and per purchase only one Promotional Card can be used.

#### 7. What is Excluded

The Promotional Card can not be used in combination with other promotions unless otherwise specified on the Promotional Card.

#### 8. Current Use Only

Rituals will not accept a price adjustment on previous purchases or purchases made without use of the Promotional Card.

#### Returns

In case of a partial return where the new value of the ticket/purchase does not meet the minimum amount required for the discount, the amount of the returned products will be refunded minus the value of the card or discount.

## 9. Change of the Terms and Conditions

Rituals reserves the right to change these terms and conditions as well as the validity period, at any time without having to state accountability. In all cases not provided for by these conditions Rituals will decide in accordance with what is reasonable and as it deems fit.

## 10. Choice of Law and Jurisdiction

Except where prohibited and without limitation to any statutory rights more favourable for consumers, any dispute between you and Rituals shall be governed in all respects by Dutch law and all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Promotional Card shall be resolved individually, without resort to any form of class action, and exclusively in the competent courts of Amsterdam, the Netherlands. In any case, in your quality as consumer you may decide, at your election, to refer the matter to the court of the place where you are domiciled or resident.

## 11. Online Dispute Resolution

Please note that the European Commission manages an Online Dispute Resolution website http://ec.europa.eu/odr/ dedicated to helping consumers and traders resolve their disputes out-of-court, including cross-border disputes.

## 12. How to Contact Us

In case of questions and complaints about the Promotional Cards please contact:

#### service@rituals.com

Rituals Cosmetics Ecommerce B.V. Keizersgracht 679 1017 DV Amsterdam +31 (0) 202415948

Version 1 December 2021

## Rituals Cosmetics Conscious Approach to Tax

## 1. Introduction

1.1 At Rituals Cosmetics we take a conscious and responsible approach to the worldwide management of taxes to contribute to a more stable, secure, and sustainable society and to be part of the change we would like to see in this world.

## 2. Tax Strategy

2.1 Under the current international tax system and OECD transfer pricing principles, profits are taxed where the value for generating those profits is created. For Rituals Cosmetics, the activities that generate most value take place in the Netherlands. For that reason, also most of our taxes are paid in the Netherlands.

2.2 Last year (2019), we had an Effective Tax Rate (ETR) of 27.8%. This is our worldwide tax charge in the 2019 Rituals Cosmetics Enterprise Annual Report. The ETR of 27.8% is higher than the standard corporate income tax rate of 25% in the Netherlands, which is one of the highest rates we face within our group. Many countries in the EU, in Asia and the US apply lower corporate income tax rates.

2.3 Within Rituals Cosmetics, we have a Code of Conduct in place that sets out the behaviour we expect from all our employees. Tax Evasive behavior is not accepted. Rituals Cosmetics takes full responsibility for paying the right amount of taxes, at the right time, in the country where value is created, without overpaying.

## 3. Our Strategy Building Blocks

3.1 Our Tax Strategy consists of 5 interconnected building blocks. Hereafter, we will elaborate on these building blocks, including the related Tax principles we adhere to.

#### a. Our business set-up

Our headquarter is based in the Netherlands and we are organized centrally. The benefit of this is that we can offer new innovative products often and quickly and that our business set-up is simple and efficient. This enables us to create more value for all our customers and other stakeholders.

Our business set-up is fully driven by commercial considerations and aligned with the business activity we have. We only have entities outside the Netherlands where we have opened own stores, plan to do so shortly or are active through one of our other lines of business. In line with this, we do not make use of artificial company set-ups to secure tax advantages.

#### b. Tax Compliance

At Rituals Cosmetics, we ensure to comply with all Tax legislation and Tax compliance obligations in time and pay the right amount of tax in all countries where we create value. Understanding how and where the different companies in our Group create value is therefore key and Rituals' Tax Department is tracking this in close collaboration with all stakeholders involved.

We adhere to relevant international standards and projects, such as the OECD transfer pricing guidelines and the Base Erosion and Profit Shifting project (BEPS).

We have a Transfer Pricing Strategy in place for the intercompany transactions arising from our centralized model. This strategy ensures that the charges between our companies and the remuneration of our companies are at so-called arm's length, benchmarked and well documented in our Transfer Pricing Documentation. Our biggest challenge here is to ensure that tax is only paid once and that no additional unnecessary costs are incurred.

#### c. Our relationship with Tax Authorities

In the Netherlands, where our headquarter is based, we have a constructive relationship with the Dutch tax authorities. We are pro-actively in contact with them on a regular basis. This includes discussing the tax impact of new initiatives and changes within our business.

Outside the Netherlands, we also work towards constructive relationships with local tax authorities based on transparency, mutual understanding, and trust.

#### d. Accountability & Governance

The Tax Department is part of the Finance Department, which are both centrally organized in Amsterdam, and which reports to the Chief Financial Officer (CFO) of the Rituals Cosmetics Group.

The Tax Department is, amongst others, responsible for Tax strategy work, identifying Tax risks, implement monitoring controls, creating and rolling out relevant policies, ensuring Tax awareness within the company and stay informed on Tax developments. They work in close collaboration with the Finance colleagues, who are responsible for executing Tax compliance activities, and with the business.

We have a Tax Control Framework in place. Part of this, the Tax team created an online Global Tax Compliance tool giving insight in all local Tax compliance obligations. Through this tool, our Finance Director and CFO can get up to date insights in our Global Tax Compliance status within just one click.

The Tax team and the Finance director report to the Managing Board on compliance. They also update the Supervisory Board's Financial Committee on key tax challenges faced quarterly.

External tax advice is obtained on material transactions and whenever the necessary expertise is not available in-house.

#### e. Transparency

We are transparent about our approach to the management of Tax and the right amount of taxes we pay. We do this through this publicly available document and the Tax note in our annual accounts.

#### 4. Final Words

This document reflects how the Tax function is managed on a day-to-day basis and is approved by the Managing Board on 10 December 2020.

The responsibility for adherence to this sits with the Rituals Tax team, the Finance director, and our CFO. A copy of this approach, which is treated as a policy, is available to all Rituals employees.

## Cookie Policy

#### 1. What Are Cookies?

This website and the Rituals app is owned and managed by Rituals Cosmetics Enterprise B.V. (hereinafter referred to as: "Rituals", "we",or,"us"). Our platforms use cookies and equivalent technologies, such as pixels, SDK's and JavaScript (hereinafter collectively referred to as: "cookies"). This Cookies Policy describes what cookies are, which cookies we use, the purposes for which we use them and the partners with whom we cooperate on this.

#### What Are Cookies?

1.1 Cookies are small text files that are placed on your computer or your mobile phone by the website you are visiting or app you are using. Cookies can be used, among other things, to make websites/apps function more efficiently or, for example, to ensure that the products you add to your shopping cart remain in the shopping cart. Cookies can also be used for various other purposes. In the next section, you can read about the kinds of cookies we use.

1.2 Rituals also uses technologies that are equivalent to cookies, such as pixels and JavaScript. A pixel is a transparent GIF image that is added to a webpage. The pixels are invisible. Pixels and SDKs are used, for example, to measure whether a user has seen a webpage or an email. They enable websites and apps to function more efficiently and enhance their user-friendliness. Alternative names for pixels include: web beacons, tracking bugs, clear GIFs, pixel tags, SDK's and 1x1 GIFs.

1.3 JavaScript is a scripting language that is widely used to make web pages interactive and to develop web applications. The script is sent back to the web browser by means of HTML and is executed in the browser.

#### 2. What Type of Cookies Does Rituals Use?

2.1 We use strictly necessary cookies, performance cookies and marketing cookies.

#### Strictly necessary cookies

Strictly necessary cookies ensure that Rituals' websites and apps can function correctly. These include, for example, the log-in functionality and the ability to order products.

The strictly necessary cookies ensure that Rituals' websites and apps function properly. These cookies ensure that:

- The products that you add to your shopping cart while shopping are kept there;
- The data that you enter during the ordering process is retained;
- Rituals can offer you a gift if you have ordered for a certain amount;
- Street data is added if you enter a postcode;
- You can select different ways of having your order delivered;
- You can select different payment methods when completing an order;
- If you have received a gift card or discount code, that it can be redeemed;
- You can shop online at Rituals safely;
- Your browser settings are saved, so that you can view our website optimally on your screen;
- You can respond to feedback interactions;
- It is possible to detect misuse of or potential problems on our websites, apps and services, for example by registering a number of consecutive failed login attempts;

- The way the page is used on our website is saved, so that you can go back and forth to previously visited pages;
- The language and country is saved, so that you do not have to re-enter language and country settings;
- The option to save your login data can be provided, so that you do not have to log in again;
- The payment method can be saved, so that we can preselect it for you the next time;
- That we only show the Unique Selling Point bar if it has not been clicked away by you before;
- We can save the results of a questionnaire in the Guided Selling tool, so that we do not have to request your preferences again.

## Analytical cookies

Analytical cookies collect statistics related to our users. These statistics enable us to continuously improve our apps and websites.

We use these cookies for:

- Tracking how many visitors visit our website and app and comparable statistical information;
- Tracking statistical information about, for example, our newsletters and vacancies posted online;
- Making analyses, so that we can make a visit to a website and app as pleasant as possible for our visitors;
- The optimisation of multiple Google services such as Google Analytics;
- The optimisation of our websites and apps in general.

#### Marketing cookies

We use these cookies to show you personalised messages based on your online behaviour. We make use of your online behaviour to do so because we aim to make our personalised messages as relevant as possible. We may show this personalised message within our own website and app, or outside of our platforms. We use a number of advertising platforms where you may encounter such a personalised message. You can see details of these in the list of cookies partners below. Finally, we use your behaviour and profile to find people who resemble you, so we can turn them into our fans too.

Due to the marketing cookies, we can:

- Generate advertisements that are relevant to you;
- Prevent you from seeing the same advertisement(s) all the time;
- Prevent you from seeing advertisements for products you have just purchased;
- Track whether you interact with the advertisement(s). By this we mean, for example, watching a video, clicking on an advertisement, responding to a message on Instagram, etc.;
- See if you place an order after you've seen or clicked on an advertisement;
- See if online advertisements trigger you to make a purchase in a Rituals store;
- Approach other people who are equivalent to you in terms of behaviour and profile to visit the Rituals website or app.
- Measure the performance of our job marketing campaigns.
- If applicable, personalize the vacancy overview on our career website.

2.2 Rituals only uses marketing cookies if you have given permission for this. From the moment you withdraw your permission to use and place marketing cookies, advertisements can still be displayed, but these are random advertisements.

2.3 Using the 'Update Cookie Settings' button below, you can see an overview of the cookies we use and which partners we work with. You can also make your choices regarding cookies below:

## 3. My Cookie Preference

3.1 Update Cookie Settings

3.2 If you want to delete already placed marketing cookies on your local (mobile) device, you can change this in your browser settings (see below).

## 4. Browser Settings

4.1 By adjusting your browser settings, you can prevent website cookies from being placed on your computer. With this change you will receive a warning before cookies are placed. It is also possible to adjust the settings so that the browser refuses all cookies or only cookies from third parties. In addition, you can delete cookies that have already been placed. Settings must be adjusted separately for each browser on each device that you use.

4.2 It is important to note that if you do not want to use cookies, it is possible that not all functionalities on the website will work properly. In addition, refusing cookies does not mean that you will no longer see personalised Rituals advertisements. The advertisements will then only be random rather than adapted to your interests. You can find out how to adjust your settings per browser in the manuals or help functions of the different browsers:

<u>Chrome</u> <u>Safari</u> <u>Firefox</u> Internet Explorer Edge

#### Deleting cookie history

If you have chosen above to "refuse marketing cookies", these cookies will no longer be placed from that moment on. Besides that, you can delete cookie history from the different browsers in the following ways. It is important to note that not all functionalities on the website may work properly as a result. If you visit our website, we will no longer automatically recognise you and you must, for example, log in again when you want to place an order.

#### Deleting cookies in Chrome:

- Click on the 3 dots at the top right. Click History > History > Clear browser data
- In the menu "Clear browser data" you have the option to delete browser data from the first use through to the last hour. You then indicate which items you want to delete. In addition, for removing cookies you must at least tick "Cookies and other site and plug-in data".
- Click on the "Clear browser data" button.

#### Deleting cookies in Safari:

 Open Safari and go to Safari > Preferences > Privacy > Delete saved cookies and data > Manage website data > Delete everything.

## Deleting cookies in Firefox:

- Click on the 3 lines at the top right, click on Options > Privacy > Delete individual cookies.
- Click on "Delete all".

## Deleting cookies in Microsoft Edge:

- Click on the 3 dots at the top right > Settings. Under "Clear browser data", tick the "Choose what to clear" option.
- Select the cookies (preselected) > Click on the "Clear" button.

## **Deleting cookies in Internet Explorer:**

- Click on the cog at the top right > select "Internet options" > "General" tab. Under "Browser history" click "Delete".
- You don't want to delete everything? Then make sure to tick "Cookies and Website data" and click on "Delete".

## Deleting cookies on your phone:

iPhone

- To clear your history and cookies, go to Settings > Safari, and tap Clear History and Website Data. Clearing your history, cookies, and browsing data from Safari won't change your AutoFill information.
- To clear your cookies and keep your history, go to Settings > Safari > Advanced > Website Data, then tap Remove All Website Data.
- To visit sites without leaving a history, turn private browsing on or off.

Android In the Chrome app

- On your Android phone or tablet, open the Chrome app Chrome.
- At the top right, tap More.
- Tap History and then Clear browsing data.
- At the top, choose a time range. To delete everything, select All time.
- Next to "Cookies and site data" and "Cached images and files," check the boxes.
- Tap Clear data.
- Learn how to change more cookie settings in Chrome.

In other browser apps

• If you use Firefox or another browser, check its support site for instructions.

#### 5. Policy Changes

5.1 We may change this policy from time to time. If this involves a fundamental change that we are required to inform you about, request your permission or if the change is relevant to you in some other way, we will ensure that you are given the relevant information well before the change actually comes into effect.

## 6. Contact and Questions

If you have any questions, please contact us via privacy@rituals.com.