

## TERMS AND CONDITIONS OF SALE FOR THE VENTE-PRIVEE.COM WEBSITE (10/02/2016)

### Clause 1 - Company

vente-privee.com is a limited company. Its head office is based at 249 avenue du Président Wilson, LA PLAINE SAINT DENIS (93210), in France, and entered upon the French Commercial and Companies Register of Bobigny number 434 317 293, SIREN No.: 434 317 293 000 18, NAF 4791B, VAT No.: FR70 434 317 293 and GB 922 9121 39.

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We'd like to remind you that : **the number for the Member Relations Team is 0800 026 0687** (calls free from a UK Landline; costs may vary according to your mobile provider)

**Mailing address for the Member Relations Team:**

Vente-privee.com

Member Relations Team

5 bis, rue Francis de Pressensé

93457 La Plaine Saint-Denis Cedex – France

**Fax : 00 33 1 49 17 21 55**

You can also send any question you may have via our "Help & Contact" section.

**URL :** <https://secure.uk.vente-privee.com/vp4/Help/Default.aspx>

### Clause 2 - General provisions

These VENTE-PRIVEE.COM Terms and conditions set out the parties' rights and obligations for the purposes of the sale of products and services by vente-privee.com to members of the vente-privee.com website (hereinafter "**the Website**").

The Member hereby acknowledges that s/he has read and accepted the relevant rights and obligations. Any order placed via the Services (as defined below) is governed by these conditions.

### Clause 3 - Terminology

All of the provided services (sale event, VPLounge etc.) offered by vente-privee.com on its website are hereinafter referred to as "**The vente-privee.com Services**" or "**the Services**". The Services are available in the United Kingdom and in English.

Each physical person or legal entity, legally of age and wishing to be eligible for the vente-privee.com Services and capable of fulfilling these terms and conditions, shall hereinafter be referred to as a "**Member**".

Each acquisition or reservation of a product or a service made by a Member on the Website under the conditions stated in these Terms and Conditions shall hereinafter be referred to as "**the Order**".

### Clause 4 - Referral

**4.1.** Access to the Services is either via registration or via prior referral by a Member. Referral by a Member is limited to a restricted circle (friends and family) with whom the referring Member must be both effectively and physically acquainted. As a result, the mass recruitment of referred people who do not fall within this framework, for directly or indirectly profit-making purposes, or even free of charge, by any means including via a website, a blog, online advertising or magazines or forums, or by using the names of brands which work in partnership with the Website or by reproducing a part of the Website's catalogue, is strictly prohibited.

**4.2.** If vente-privee.com should become aware of any serious irregularities by a Member in the use of its referral system, it would then be able to take any appropriate steps to ensure that these irregularities cease, including the deletion of the Member's account.

### Clause 5 – Placing an order and pricing information

**5.1.** Members may place orders at <http://www.vente-privee.com>, our Website.

**5.2.** The Member guarantees that s/he is fully authorised to use the credit/debit card supplied or his/her PayPal account used for the purposes of paying for his/her Order and that this credit/debit card or his/her PayPal account has sufficient available funds to cover all of the costs incurred as a result of using the vente-privee.com Services.

**5.3.** By clicking the "Checkout" button during the Order process, and after checking the contents of the Order in his/her "basket" and, where applicable, amending them, the Member hereby states that s/he fully and unreservedly accepts all of these Terms and Conditions.

After confirming the contents of his/her Order, the Member must make final confirmation by clicking the 'Pay Now' button and making payment. The sale agreement between the Member and vente-privee.com will only become final once the Order has been confirmed and the corresponding payment has been made.

Vente-privee.com will always confirm both Orders received from each Member and then their shipment, by e-mail.

**5.4.** Exceptionally and only for certain sales, the Member may, while a sale of a product or service is still open, after having placed and confirmed an order, add other products or services from the same sale in one of two ways:

Either by clicking on the "complete my order" link in the "My Account > My Orders" section,

Or by clicking on the "Add to basket" button of the Website.

The completion of this new order will follow the same process as described in the above Clause 5.3.

**5.5.** The tax-inclusive price for each product or service is shown on the corresponding product or service sheet. Members will be informed of the shipping costs for their Orders prior to final confirmation. Furthermore, once the Order has been confirmed, the prices and costs including VAT will remain accessible in the "My Account" section of the Website.

The two prices shown on the Website next to each product or service indicate the supplier's usual recommended retail price or RRP (shown crossed out), and the vente-privee.com price.

The shown RRP has been previously checked and compared to the market reality and other suppliers' prices by vente-privee.com. However, the RRP at the time of the product's launch may be different from the supplier's usual RRP at the time of the sale event on the Website.

When a product has been commercialized during several seasons by the supplier, the RRP provided by the supplier is likely to have varied. For this reason, vente-privee.com always uses, as a RRP, the lowest public retail price, provided by the supplier.

The 'savings made' information shown on the summary page when purchasing a product indicates the total savings across all the products as compared with the supplier's RRP.

**5.6.** Any failure by the Member to adhere to the obligations entered into under the terms of these Terms and Conditions, and in particular relating to any incident involving the payment of the price of an Order, may lead to suspension of access to the vente-privee.com Service, or even the closing of the Member's account according to the degree of seriousness of the action in question, without prejudice to any damages which vente-privee.com might seek. As a result, vente-privee.com reserves the right to refuse any Order from a Member with whom there is any such dispute.

### Clause 6 – Conformity of products or services

**6.1.** The information given in each product listing is as provided to vente-privee.com by the suppliers from whom the products or services are sourced.

Vente-privee.com will make every effort to ensure that the photographs of provided products or services on the Website are as accurate as possible. However, given the digital method used to display the products or services on the Internet, it is possible that the Member's perception of the photographs of a product or service may not exactly match the product or service itself.

**6.2.** In the event of non-conformity of any product or service delivered to the Member, the latter may return it to vente-privee.com following the procedure stated in the "Help & Contact" section available on the Website.

The Member may ask vente-privee.com:

To deliver a product or service which is identical to the one ordered, subject to stock availability;

To deliver a product or service of equivalent quality and at an equivalent price, subject to stock and availability;

To refund the price of the product or service ordered within thirty (30) days from the request made by the Member (without prejudice to the Member's right to cancel under Clause 8).

The cost of returning the product ordered and delivered to the Member, along with any delivery of another product, shall be covered by vente-privee.com.

**6.3.** In any case, these provisions do not deprive the Member of his or her right to cancel, as governed by Clause 8 of these Terms and Conditions.

### Clause 7 – Availability of products and services

If a product or service is totally or partially unavailable after the Order is made, the Member shall be informed by e-mail of the delivery of a partial order or the cancellation of his or her

Order.

In application of the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"), if the product or service is not available the Member then has the right to ask vente-privee.com:

To deliver a product or service of equivalent quality and at an equivalent price, subject to stock and availability; or

To cancel the order and refund the price of the product or service ordered within 14 (fourteen) days from his or her request.

The cost of delivering a new product or service shall be covered by vente-privee.com.

## Clause 8 – Cancellations

### 8.1. Scope

Apart from the exceptions stated below and for the purposes of sales events, all products or services sold are subject to the Cancellations clause. Under Regulation 30 of the Regulations, the Member has the right to cancel any Order placed on the Website within 14 (fourteen) days from the date on which the Order is confirmed and payment made in accordance with clause 5.3 above in relation to the purchase of services or within 14 (fourteen) days from the date on which goods are delivered to the Member in relation to the purchase of goods.

However, with regard to the Sale of Goods Act 1979 and under Regulation 28 of the Regulations, certain products and services cannot be subject to the Member's right to cancel. In any case Members will be told about the products or services involved during the course of the sale.

The aforesaid cancellation right of 14 (fourteen) days does not apply, except if the parties agree to the contrary, to the following sale agreements:

To service agreements, where services are fully performed in the 14 (fourteen) day cancellation period after the Member has expressly consented to receive the services in that period and has acknowledged that they will lose their cancellation rights once the service has been fully performed.

To agreements for goods or services for which the price is fixed according to the financial market variations which cannot be controlled by the supplier.

To sale agreements related to goods which were made according to the consumer's requirements or which were obviously customized, or which cannot be returned because of their nature.

To sale agreements related to goods which are likely to deteriorate and be outdated quickly (eg. dairy products).

This category includes items with a kilometre counter or a time counter as any use will impact the item's value and render any resale impossible.

To the sale of alcoholic beverages where their price has been agreed at the time of conclusion of the contract, delivery can only take place after 30 days and their value is dependent on fluctuations in the market which are outside of our control.

To sale agreements related to sound or video records, or software, if they become unsealed after delivery.

To sale agreements related to newspapers or magazines (other than subscriptions).

To the service agreements concluded by public auction.

To sale agreements related to accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period. This category includes items such as theatre tickets.

To sale agreements for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery.

### 8.2. Terms

Prior to returning a product or cancelling a service, the Member must state his or her intention by completing the 'Cancellation Form' [[click here to open the Cancellation Form](#)] or using the "Help & Contact" section on the vente-privee.com Website, by selecting "Questions related to My orders".

This right may be exercised by sending the product back to vente-privee.com at the address stated in Clause 9, or for services by following the specific procedure for the service which will be stated on the Website.

The Member has 14 (fourteen) days to change their mind and cancel the contract (as described in clause 8.1 above) plus 14 (fourteen) days after the day on which the Member informs vente-privee.com of its cancellation to return the relevant goods.

When the Member wishes to use his/her cancellation right, pursuant to clause 8, the product must be physically returned to vente-privee.com and the Member is liable for any cost and risks involved in returning the product.

The Member will receive a refund within 14 (fourteen) days from vente-privee.com receiving the goods, or if earlier, 14 (fourteen) days from the day on which the Member supplies evidence of having sent the goods back.

The return of products or services will lead to refund of the price of the purchased product(s) or service(s).

vente-privee.com's standard delivery charges will be refunded only in the case where an entire order has been either returned to vente-privee.com or cancelled by a member. Should a member wish to return selected items from an order, any shipping & handling charges will not be refunded.

The returning of an Order is shown as a negative transaction; this information is available at all times on the Website in the "My Account" section, which can only be accessed by the Member in question.

## Clause 9 – Member's procedures for returning a product or service

In order to be fully eligible for the conditions of Clause 6 "Conformity of products or services" and those of Clause 8 "Cancellations", the Member must return the product or service to vente-privee.com:

Subject to having completed a Cancellation Form in accordance with clause 8.2 and having obtained a return slip using the "Help & Contact" section;

With the barcode label stuck onto the parcel, displaying the postal address of our Returns service;

Properly protected, with its original packaging, in perfect condition for the purposes of resale (not damaged or soiled) together with any accessories, instructions and documentation;

Together with the return slip identifying the order placed inside the return parcel;

The product or service must not clearly have been subject to lasting use (longer than a few minutes), in other words the products must not show marks of extended use beyond the time required to test them and must be in a condition allowing them to be resold.

## Clause 10 – Payment

Purchases may currently be paid for either by credit/debit cards or with PayPal accounts.

The following cards are currently accepted: Visa, Visa Electron, MasterCard and American Express.

For each order, if paid with a credit/debit card, the Member's bank account will be debited after a period of 24 hours following the date of the Order and the latter shall be deemed to be effective after confirmation of the agreement of the banking payment centres. Otherwise, with a PayPal account, it will be debited immediately.

In accordance with existing information protection regulations, vente-privee.com does not store members' bank details. Members should therefore save and print the payment document if they wish to have a copy of the transaction details.

## Clause 11 – Security

The vente-privee.com Website has one of the most efficient current site security systems. Not only does it use SSL (Secure Socket Layer) encryption, it has also reinforced all of the various encryption processes in order to provide the most effective protection possible for all sensitive payment information. Vente-privee.com never has access to any confidential information about the means of payment.

Indeed, only the Société Générale – ATOS, our banking partner, has access to confidential information (card number, validity date) and can not be accessed by any other third party.

## Clause 12 – Delivery

**12.1. Age restriction - Delivery of alcoholic products** In accordance with the Licensing act 2003, it is illegal to sell or deliver alcohol to anyone under the age of 18. Vente-privee.com cannot sell alcohol to anyone who is younger than 18 years old. By placing an Order you confirm that you are at least 18 years old. If you are buying alcohol on behalf of someone else, that person must also be over 18 years old.

The Member or any individuals acting as recipient upon delivery of alcoholic products must show the courier a valid photo ID justifying that he or she is over 18 years old. Otherwise the courier will refuse to deliver any alcoholic products.

In case the courier cannot deliver the package for any of the reasons previously mentioned, or in the absence of the member upon the first delivery attempt, the courier will leave a calling card in the letterbox and will attempt a second delivery.

If the delivery still cannot be made, the courier will return the parcel to vente-privee.com. No further attempt to deliver the products will be offered and you will be refunded.

**12.2. Place of delivery -** The products or services will be sent to the delivery address which the Member gives during the Order process.

The contribution towards logistical preparation and shipping costs is inclusive of all taxes. Notice of all deliveries is given by e-mail.

When an Order is shipped, vente-privee.com gives notice that an original invoice including the delivery costs and VAT is available online in the "My Account" section of the Website.

vente-privee.com ships packages to anywhere in the United Kingdom, with the exception of Jersey and Guernsey islands, military addresses (BFPO) and Gibraltar.

The Member must choose the place of delivery: to his or her home, to his or her office, to a third party's address, to the place where s/he is spending his or her holidays, etc. If

nobody is in at the address given by the Member when the delivery is made, a notice of attempted delivery is usually put through the letterbox. A second and a third attempt of delivery will be made. It will then be up to the Member to contact the courier to agree upon a new delivery date; it is also possible to collect the package from the courier's nearest depot within seven (7) days from the leaving of this final notice.

Once the times stated above have elapsed, the package will be sent back to vente-privee.com. The Member Relations department will then contact the Member for a possible reshipment and, if there is no answer from the Member within a reasonable period of time, will refund him or her.

**12.3. Delivery time -** The maximum delivery time is thirty (30) working days from the date when the Order is made, unless stated otherwise to the Member prior to the placing of the

Order and prior to the final confirmation thereof. In this case, vente-privée.com will give the Member an estimated range of delivery dates.

A reminder of this timescale will be shown in the "Order Summary" and also in the "Delivery Tracking" section of the Website.

**12.4. Delays in delivery** - In any such case the Member may contact the vente-privée.com Customer Services department, whose contact details are shown in the "Help & Contact" section of the Website, by selecting the topic to which his or her request relates.

The Member has the right to cancel his/her Order if it is not delivered no later than seven (7) working days after the delivery date stated by vente-privée.com, unless this delay in delivery is due to a case of force majeure as defined hereinafter.

Indeed, vente-privée.com shall not be liable to the Member under the Terms and Conditions in any way whatsoever for destruction, damage, delay or inability to carry out its business arising out of war or civil commotion, strikes, lockout and industrial disputes, failure of utility service or transport network, fire, storm, explosion, floods or bad weather, breakdown of machinery or plant, malicious damage, compliance with any law governmental order rule direction or regulation or any default of suppliers or sub-contractors. vente-privée.com shall further be under no liability to the Member for any circumstances beyond its reasonable control.

vente-privée.com will ask its bank to refund the Member within 14 (fourteen) working days following his or her request to cancel.

**12.5. Partial delivery** - The Member will be informed of the partial delivery of an Order by e-mail of the products and/or services shipped in the package. A second e-mail will be sent informing him or her of the delivery of the other products and/or services ordered. The Member has the possibility to follow the progress of his/her order on the Website by going to "My account", "My Orders", "Delivery tracking".

**12.6. Non delivery** - The Member has the right to cancel his or her Order if it has not been delivered no later than 14 (fourteen) working days after the delivery date stated by vente-privée.com, unless this delay is due to a case of force majeure.

Vente-privée.com will ask its bank to refund the Member within 14 (fourteen) working days following his or her request to cancel.

**12.7. Delivery made** Each delivery is deemed to have been made once the product or service has been handed over to the Member, including when this is done by the courier, as recorded in the tracking system used by the courier, such as the delivery tracking system available on the HDNL website.

Without prejudice to the period of time available to the Member for the purposes of his right to cancel as set out in Clause 8 above, it is the Member's responsibility to check shipments upon arrival and to make any reservations and claims which might appear to be justified, or even to refuse the package, if it is likely to have been opened or if it shows clear traces of damage. The aforesaid reservations and claims must be sent to the carrier by registered letter with acknowledgement of receipt within three (3) working days from delivery of the products and a copy must immediately be sent to vente-privée.com.

#### **12.8. Lost packages**

When a package leaves the vente-privée.com warehouses, it will be sent on to its destination by a courier.

The Member is informed of the package's departure by the sending of an e-mail summarising the products or services sent and informing him or her of the tracking number (often beginning VP...) so that s/he can track it on our website in the "My Delivery" section.

Four (4) to six (6) working days should then be allowed for delivery.

If there is nobody in to accept delivery, a notice of attempted delivery is put through the letterbox at the address given by the Member: the Member is then informed of the courier's contact details:

S/he must then make an appointment by calling the number shown on the notice of attempted delivery.

The Member has a period of seven (7) days to go and collect the package from the courier's nearest depot. If this period of time should elapse, the package will be sent back to vente-privée.com. The Member Relations department will then contact the Member for a possible reshipment and will refund the Member if there is no answer from him or her within a reasonable period of time.

If the carrier is unable to leave the notice of attempted delivery (address unknown, door number not given, etc.), vente-privée.com will be contacted and asked for any missing part of the Member's address. If the latter fails to reply, the package is returned to chez vente-privée.com and the Member receives a refund.

If neither the depot nor the tracking system (in the "My Delivery" section) show any trace of this package, the Member must then get in touch with vente-privée.com using the "Help & Contact", "Questions related to My orders" section of the Website or go to the HDNL tracking website (<http://www.hdnl.co.uk/>).

The vente-privée.com Member Relations department will then begin an enquiry together with our courier. The Member will then receive an e-mail informing him or her that an enquiry is underway. It usually takes HDNL twenty-one (21) working days to give vente-privée.com a final answer.

If the package is found it will then be sent to the Member: the receipt procedure then follows its normal course (leaving of the package or notice of attempted delivery,

If the package is declared to be lost, vente-privée.com then notifies the Member and immediately proceeds to the formalities for refunding the Order for the lost package (products and delivery charges).

### **Clause 13 – Guarantees**

#### **13.1. Legal guarantee**

Depending on the choice made by the Member, vente-privée.com undertakes either to credit the Member for the price of the product or service or to exchange the Member's product or service for an identical product or service, subject to stock and availability, or to exchange a product or service for a product or service of equivalent quality and price, subject to stock and availability, if a non-conforming product is delivered (Clause 6 above) and if a product or service which reveals a hidden defect is delivered.

For any request of this type, the Member must then contact the Member Relations department using the "Help & Contact", "Questions related to My orders" section of the Website.

These provisions do not affect the right to cancel as set out in Clause 8 above.

#### **13.2. Contractual guarantee offered by some suppliers**

Certain products or services may offer a contractual guarantee and this will be stated in the product sheet at the time of the exclusive sale on the vente-privée.com Website. Clear details of these guarantees are given in their sheets and no Member may ask to be covered by a wider-ranging guarantee than the one shown here.

Therefore the contractual guarantee granted by vente-privée.com is usually granted by the supplier to its Members directly.

In the event of a problem with a product or service, the Member must keep the purchase invoice sent by vente-privée.com and get in touch with the Member Relations department using the "Help & Contact", "Questions related to My orders" section, and will then be informed of the procedure to follow.

**13.3. Exclusion from guarantees** Any products or services which have been altered, repaired, incorporated or added by the Member or any other person who has not been authorised by the supplier of the aforesaid product or service are excluded from guarantee. The guarantee will not cover any obvious defects. The guarantee will not cover any products or services damaged during transportation or which have been used incorrectly.

Under the Sales of Goods Act 1979:

The seller must deliver goods which comply with the contract and is responsible for any defects in conformity which might exist upon delivery. The seller is also responsible for any lack of conformity as a result of the packaging, the assembly instructions or installation when this is his responsibility under the contract or has been carried out under his responsibility.

In order to conform to the contract, the goods must: 2.1. Be fit for the usual expected purpose of similar goods and, where applicable:

Match the description given by the seller and have the qualities that the latter has stated to the buyer in the form of a sample or model

Offer the qualities which a buyer may legitimately expect with regard to the public declarations made by the seller, by the producer or by his representative, including those in the advertising or the labelling

2.2. Or offer characteristics defined by mutual agreement between the parties or be fit for any special purpose sought by the buyer, of which the seller has been informed and to which this latter has agreed.

Any action as a result of the lack of conformity is subject to a statute of limitation after two years from the delivery of the goods.

The seller must offer a guarantee against any hidden defects in the goods as sold rendering them unfit for their intended purpose, or which reduce this purpose to such an extent that the buyer would not have purchased them, or would only have done so at a lower price, had s/he been aware of them.

Any action as a result of latent defects must be taken by the buyer within a period of two years from the discovery of the defect.

### **Clause 14 – Alterations to the Terms and Conditions of Sale**

vente-privée.com reserves the right to make alterations to these Terms and Conditions.

Members agree to comply with the current version of Terms and Conditions by only ordering and purchasing on vente-privée.com's Website.

Notice of any new version thereof shall be given in advance on the first page of the "Help & Contact" section.

Any Members who do not wish the contractual relations to be governed by the new version of the applicable Terms and Conditions of Sale to any new Order must give notice of this and, from the date on which the new version becomes effective, they must cease to use the vente-privée.com Services.

### **Clause 15 – Privacy Policy**

**15.1.** vente-privée.com endeavours to respect the confidentiality of any personal data provided by Members on the Website and to use them in line with the UK Data Protection Act 1998 law.

**15.2.** vente-privée.com informs its Members that their personal data will be used internally and/or by group companies to:

Inform the Member of ongoing or upcoming sales by invitation and reminder emails;

Process the Member's Order;

Strengthen and personalise communications by means of newsletters, special offers (such as competitions games) and special emails with the purpose of the personalising the Website according to Members' recorded preferences.

If the Member does not want to receive a certain category of emails, the Member can use the "Help & Contact / My personal details / Manage my emails" page to modify these settings.

**15.3.** However vente-privée.com informs its Members that it will communicate personal data of members to ensure the good delivery of their Orders by its Logistics partners, some aspects of the After-Sale Services, [and to conduct satisfaction surveys]. Moreover, vente-privée.com will also communicate these data where necessary to respond to a legal

authority injunction.

**15.4.** Where the Member has given consent, either at the point at which it registers onto the site, or later on consultation of its account page once registered, to the receipt of emails from vente-privee.com and/or from group companies and/or from their partner companies, those companies may send information or promotional emails to the Member. As a consequence, vente-privee.com may pass a Member's personal details to its affiliated and/or group companies and/or to partner companies, where the Member has given consent, either at the point at which it registers onto the site, or later on consultation of its account page once registered. Those companies may use these details to send gifts or offers by email directly to the Member.

**15.5.** Nevertheless under the UK Data Protection Act 1998, the Member may exercise his or her right of access to the file, [his or her right of opposition] and his or her right of rectification or deletion with regard to any personal data about him or her:

Either by sending his or her request to modifications\_uk@vente-privee.com (stating his or her e-mail address, surname, first name and postal address), or by going to the "My Account / My personal details" section;

Or by going to the "Help & Contact" section of the vente-privee.com Website and selecting "Questions related to My Account" and then confirm that the Member wants to cancel his or her account;

Or by post to the following address: vente-privee.com - Member Relations Team - 5, bis rue Francis de Pressensé - 93457 La Plaine Saint-Denis Cedex - France

## 16. Member Content

**16.1.** Any Member wishing to use the Site's Services and in particular the Blog undertakes, with no restriction or reservation, to comply with these Terms and Conditions and the Blog Charter.

**16.2.** Licence for publication granted by the Member to vente-privee.com.

Any Member wishing to publish content on the Site and in particular the Blog, such as graphical work, videos, musical works, photographs, animations, pseudonyms, names, symbols, texts, comments and more generally any element, whether visual, textual or sound, originating from a Member, hereinafter referred to in all cases as "Member Content", undertakes to grant the present licence to vente-privee.com:

The Member authorises, free of charge and with no restriction or reservation, the publication of the Member Content he or she has sent to vente-privee.com. Consequently, the Member expressly grants vente-privee.com and any company in the Group to which it belongs a licence on the Member Content which includes:

The right to reproduce the Member Content on all multimedia, paper, film, optical disk format etc. media, including for advertising purposes, and in all forms included under graphic arts, by any technical procedure and any processing method (analogue, digital etc.) intended for end user terminals such as computers, mobile telephones, digital tablets etc., in all formats, and in particular the right to store, archive and host the Member Content on the servers used by vente-privee.com and on hard drives, live memories and cache memories, in all formats;

The right to display Member Content by communication to the public, by any means of distribution and on all communication networks, in particular such as internet and on the websites of vente-privee.com, including its blog, intranet, Wap, I-Mode, press, radio, cable, viewdata and/or digital, downloading etc.;

The right to adapt Member Content, in all forms and compositions, illustrated with all keys, texts and comments (excluding political or pornographic contexts), this right being understood for Member Content as including the right to retouch or modify them, and in particular for graphic, format, clarity and/or colour reasons, which may in particular be required due to the aforementioned exploitation methods.

The Member agrees that the Member Content may be used separately for any purpose, whether promotional or commercial, at the choice of vente-privee.com and particularly within the Blog or published on the Site.

The Member also agrees that the Member Content may be taken over by vente-privee.com, in particular for citation and associated with his or her blog pseudonym in its promotional, marketing and advertising activities.

This licence is valid in any language, for the whole world and for the term of protection granted over the Member Content to its beneficiaries, according to both French and foreign legislation and current and future international conventions on literary and artistic property, including any extensions which may be made to this term, from the date of signature hereof.

As indicated hereinabove, the Member agrees not to receive any remuneration pursuant to such publication.

THE MEMBER EXPRESSLY CERTIFIES THAT THE MEMBER CONTENT SENT AND/OR UPLOADED TO VENTE-PRIVEE.COM IN DIGITAL FORMAT WITH EXPLOITABLE QUALITY IS COMPLETELY FREE OF ANY RIGHTS, BELONGS TO THE MEMBER AND DOES NOT INFRINGE EITHER THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND IN PARTICULAR OF THE PARTNERS OF VENTE-PRIVEE.COM, OR THE PERSONALITY RIGHTS OF OTHERS, OR ANY OTHER PROPERTY RIGHT OF A THIRD PARTY.

The Member guarantees to vente-privee.com that he or she has all the powers and the capacity to grant the rights assigned herein, and that the Member has not and shall not, through assignment/licence to a third party or by any other means, commit any act likely to compromise this licence and in particular that the persons likely to appear in certain Member Content are not bound by any exclusive agreement on the use of their image or name. The Member therefore guarantees to vente-privee.com, and to the third parties to whom vente-privee.com transfers such rights:

THE PEACEFUL EXERCISE OF THE RIGHTS ASSIGNED UNDER THE TERMS HEREOF.

RESPECT FOR THE RIGHTS OF THE PERSONS APPEARING WITHIN THE MEMBER CONTENT AND/OR PARTICIPANTS AND THOSE OF THE OWNERS OF THE PREMISES AND/OR ITEMS APPEARING WITHIN THE MEMBER CONTENT.

IF THE MEMBER CONTENT THAT THE MEMBER PROVIDES TO VENTE-PRIVEE.COM SHOWS ONE OR MORE MINORS UNDER 18 YEARS, THE MEMBER GUARANTEES TO VENTE-PRIVEE.COM THAT HE OR SHE IS THE LEGAL REPRESENTATIVE OF SUCH MINOR AND AGREES TO THE PUBLICATION OF THIS MEMBER CONTENT UNDER THE CONDITIONS OF THIS LICENCE.

The Member certifies in particular that the Member Content sent to vente-privee.com is completely original and does not counterfeit or borrow from another work of any nature whatsoever, which may incur the liability of vente-privee.com.

The Member also certifies that the Member Content complies with the Blog Charter, which the Member represents that he or she has read and accepts in the same manner as these Terms and Conditions.

The Member acknowledges that he or she is aware that vente-privee.com:

does not guarantee to exploit or broadcast the Member Content on any medium whatsoever, and in particular on the Site's Blog.

may withdraw the Member Content from its Site if it considers that it infringes the rights of the partners of vente-privee.com or if it breaches the present Terms and Conditions and/or the Blog and Site Charter.

As a result of the foregoing, the Member waives the right to take any action against vente-privee.com and any company which may replace it.

## Clause 17. Miscellaneous

**17.1.** These Terms and Conditions do not harm any statutory right of vente-privee.com's Members.

**17.2.** In the event that any one of the provisions of the Terms and Conditions of Sale should be deemed to be illegal or non-binding pursuant to a legal decision, the other provisions shall remain effective.

**17.3.** Under the Ecommerce Regulations, Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977, the information delivered by the Website is deemed to be authentic in dealings between the parties. Details such as the time of receipt or of sending, along with the quality of the data received shall be deemed to be authentic, with priority given to the data recorded on vente-privee.com's IT systems, or as authenticated by vente-privee.com's computer procedures, unless the Member can prove otherwise in writing. The scope of the proof of the information delivered by vente-privee.com's computer systems is that granted to an original in the sense of a written document on paper, signed by hand.

## Clause 18. Law – Disputes

These Terms and Conditions of Sale in the English language shall be performed and interpreted in accordance with the legislation of England and Wales. In the event of a dispute, the Member must first of all contact vente-privee.com in order to attempt to reach a friendly solution.

Information about the European Commission's Online Dispute Resolution Platform for the resolution of disputes can be found at : <http://ec.europa.eu/odr>

Failing this, the Courts of England and Wales shall have sole jurisdiction.

## TERMS AND CONDITIONS OF SALE FOR THE ROSEDEAL BY VENTE-PRIVEE.COM WEBSITE (10/02/2016)

Accessing offers via the ROSEDEAL by vente-privee.com service on the website <http://www.vente-privee.com/> (the "Website") indicates full and unreserved acceptance of the Terms and Conditions of Sale ("ROSEDEAL Conditions") below. Any order for ROSEDEAL products or services is subject to these ROSEDEAL Conditions. If Members do not accept the ROSEDEAL Conditions then they are not authorised to use the ROSEDEAL Service on the Website. vente-privee.com may amend these ROSEDEAL Conditions at any time and any revised version will be effective immediately when displayed on the Website.

## Clause 1 – Company Details

vente-privee.com is a limited company. Its head office is based at 249 avenue du Président Wilson, LA PLAINE SAINT DENIS (93210), France, and is registered in France with company number 509 199 287.

vente-privee.com can be contacted for information about these ROSEDEAL Conditions or any other technical questions on 0800 026 0687 (calls are free from a landline; mobile phone costs may vary). Our advisors are available Monday to Friday from 6.00 a.m. to 7.00 p.m. and on Saturday from 8.00 a.m. to 7.00 p.m. vente-privee.com's Director of Publications is Mr Jacques-Antoine Granjon.

## Clause 2 – Definitions

**'Member'**: an internet user who has entered their personal details (including a valid email address) on the registration form for the Website and who has validated their account.

**'Partner'**: a third party corporate body that offers its products or services via the ROSEDEAL Service on the Website for which a ROSEDEAL can be redeemed.

**'ROSEDEAL'**: the vouchers, money-off coupons or gift tokens purchased by the Member via the ROSEDEAL Service which offer time-limited promotions and offers on products or services from selected Partners.

**'ROSEDEAL Service'**: the ROSEDEAL by vente-privee.com service on the Website.

## Clause 3 - General provisions

These ROSEDEAL Conditions set out the parties' rights and obligations for the purposes of the sale and promotion of ROSEDEALS by vente-privee.com to Members. vente-privee.com via the ROSEDEAL Service acts only as an intermediary. vente-privee.com cannot under any circumstance guarantee the fulfilment of orders for ROSEDEALS offered by the Partners on the Website.

## Clause 4 - Description of ROSEDEAL Service

The ROSEDEAL Service offers time-limited sales and promotions of ROSEDEALS by Partners. These sales are advertised by the ROSEDEAL Service on the Website and via email invitations sent to Members.

### How ROSEDEAL sales and promotions work:

Members can access the current ROSEDEALS available (if any) from the ROSEDEAL Service directly on the Website either from the dedicated link to the ROSEDEAL Service or via the ROSEDEAL homepage banners for current sales. The ROSEDEAL Service can also be accessed by an invitation email or an email reminder. Access to the ROSEDEAL Service is reserved exclusively for Members.

A ROSEDEAL may take the form of a voucher:

for a fixed value to be redeemed with the Partner;

offering a percentage reduction to be redeemed with the Partner; or

where the amount paid for the ROSEDEAL gives the Member the right to spend a higher amount with the Partner (for example, a ROSEDEAL purchased for the price of £50 could have an in-store value with the Partner of £100).

There are two ways to obtain a ROSEDEAL:

Members can download or print free ROSEDEALS directly from the Website which give reductions on certain Partner products and services; and

Members can buy ROSEDEALS on the Website in the form of vouchers or money-off coupons.

Further details about ROSEDEALS are set out in clause 5 (Ordering and pricing) below.

## Clause 5 - Ordering and pricing

The ROSEDEAL Service offers either:

ROSEDEALS that have to be paid for. These take the form of a voucher and are sent to Members to be printed or downloaded. They either give the right to reductions of a fixed amount with the Partner, or can be used by Members against certain products or services from a specific Partner. This information is clearly displayed in the relevant ROSEDEAL page on the Website; or

free ROSEDEALS that can be immediately downloaded or printed by Members from the Website and give Members the right to reductions on certain products and services with selected Partners.

After confirming the contents of his/her order, the Member must make final confirmation by clicking the 'Pay Now' button and making payment.

By clicking on 'Pay Now' on the Website:

the Member accepts these ROSEDEAL Conditions; and

the ROSEDEAL will be placed immediately in the Member's basket.

The Member should confirm the ROSEDEAL immediately without exiting the basket to visit other sales or other ROSEDEALS. If the Member exits the basket while confirming the ROSEDEAL, they will be sent back to the initial ROSEDEAL page and shall be required to restart the ROSEDEAL order process.

The contract between the Member and vente-privee.com will only become final once the Member has clicked on "Confirm Payment" and has entered their valid credit/debit card details (or PayPal account) and the order has been accepted by vente-privee.com. If the Member's order for the ROSEDEAL is accepted by vente-privee.com, the Member will receive a confirmation email for their order.

Where the ROSEDEAL is in a voucher format, Members will also receive:

the voucher corresponding to the order in the 'My Account/My orders' section of the Website; and

an email containing the corresponding voucher as an attachment in their inbox (the voucher will be sent by email to the Member's registered email address on the Website).

The ROSEDEAL should be printed by the Member and the Member's invoice will be available from the end of the sale in the 'My Account/My orders' section of the Website (the Member should be aware that their bank card may be charged before the invoice is available (see clause 9 (Payment) below).

Members can go into the Partner's shops or venues with the printed ROSEDEAL voucher, within the pre-defined time period specified on the ROSEDEAL offer page, to benefit from the ROSEDEAL. Members can only use one ROSEDEAL against the relevant product or service from the Partner, unless otherwise stated in the offer.

The pages for the ROSEDEAL Service on the Website may contain further details regarding use of the ROSEDEAL. It is the Member's responsibility to ensure that they read these details carefully.

## Clause 6 - Using ROSEDEALS

The number of ROSEDEALS that Members can purchase or download from the same sale varies according to the offer. The quantity will be indicated on the ROSEDEAL product page.

It is expressly stated that the purchase of ROSEDEALS is subject to these ROSEDEAL Conditions, as well as any applicable Terms and Conditions of the Partner who is providing the service or product to which the ROSEDEAL relates.

In the context of the ROSEDEAL Service, vente-privee.com reserves the right to refuse orders for any legitimate reason, in particular, in cases where the quantity of ROSEDEALS ordered is abnormally high for the personal use of one Member.

The Partner accepts full responsibility for any possible complaints in relation to the product or service to which the ROSEDEAL relates. vente-privee.com hereby excludes responsibility for any complaints in relation to the product or service to which the ROSEDEAL relates.

ROSEDEALS cannot under any circumstance be refunded or exchanged by the Partner. If the Member uses the ROSEDEAL for an amount that is lower than its nominal value, it will not be possible for the Member to obtain a refund for the remaining sum, unless the Partner agrees otherwise. This information appears on the product page of the offer.

ROSEDEALS cannot be used in conjunction with other promotions or vouchers, unless the Partner agrees otherwise. This information appears on the product page.

The reproduction, resale or trade of a ROSEDEAL is prohibited. Any Member who is found to be carrying out (or is reasonably suspected of carrying out) any such activity will be excluded from the Website immediately and vente-privee.com may void the ROSEDEAL at its discretion. vente-privee.com may also forward the details of any Member carrying out these activities to the relevant authorities for further investigation.

Neither vente-privee.com nor the relevant Partner is responsible for lost or stolen ROSEDEALS.

Depending on the information given in the product pages, a ROSEDEAL may or may not require the Member to specify a name, home address and other personal details.

## Clause 7 – Conformity and availability of ROSEDEALS

The information on the ROSEDEAL product pages is provided by the Partner whose services or products the Member will use or buy. Although vente-privee.com will take reasonable efforts to ensure that the information on the ROSEDEAL product pages is accurate, vente-privee.com has no liability for this information.

If a Member has received confirmation of a ROSEDEAL but they do not receive the voucher or cannot access it on the Website, the Member should contact vente-privee.com by sending a request via the 'Help & Contact' section of the Website.

Please note that if the Rosedeal order is the member's first purchase on vente-privee.com, the voucher will be available within 48hrs once the order has been confirmed by vente-privee.com.

## Clause 8 – Amendments, cancellation and refunds

### 8.1 Amending an order

Members will not be able to change the date of ROSEDEALS for services or events which are to take place on a specific date. Furthermore, in the case of non-use or cancellation by a Member, ROSEDEALS for a specific date cannot be refunded or exchanged.

ROSEDEALS that are not used cannot be refunded.

### 8.2 Cancelling an order

By law (but subject to some exceptions), Members have the right to withdraw from the purchase of a ROSEDEAL within seven 14 (fourteen) working days of the day after the date the ROSEDEAL is delivered to it (where a working day is any day except a Saturday, Sunday or English public holiday).

#### 8.2.1. Scope

Apart from the exceptions stated below and for the purposes of sales events, ROSEDEAL sold are subject to the Cancellations clause. Under Regulation 30 of the Regulations, the Member has the right to cancel any order placed on the Website within 14 (fourteen) days from the date on which the order is confirmed and payment made in relation to the purchase of services or within 14 (fourteen) days from the date after the date the ROSEDEAL is delivered to it.

However, with regard to the Sale of Goods Act 1979 and under Regulation 28 of the Regulations, certain products and services cannot be subject to the Member's right to cancel. In any case Members will be told about the products or services involved during the course of the sale.

The aforesaid cancellation right of 14 (fourteen) days does not apply, except if the parties agree to the contrary, to the following sale agreements:

To service agreements, where services are fully performed in the 14 (fourteen) day cancellation period after the Member has expressly consented to receive the services in that period and has acknowledged that they will lose their cancellation rights once the service has been fully performed.- To agreements for goods or services for which the price is fixed according to the financial market variations which cannot be controlled by the supplier.

To sale agreements related to goods which were made according to the consumer's requirements or which were obviously customized, or which cannot be returned because of their nature.

To sale agreements related to goods which are likely to deteriorate and be outdated quickly (eg. dairy products). This category includes items with a kilometre counter or a time counter as any use will impact the item's value and render any resale impossible.

To the sale of alcoholic beverages where their price has been agreed at the time of conclusion of the contract, delivery can only take place after 30 days and their value is dependent on fluctuations in the market which are outside of our control.

To sale agreements related to sound or video records, or software, if they become unsealed after delivery.

To sale agreements related to newspapers or magazines (other than subscriptions).

To the service agreements concluded by public auction.

To sale agreements related to accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period. This category includes items such as theatre tickets.

To sale agreements for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery.

#### 8.2.2. Terms

Prior to returning a ROSEDEAL, the Member must state his or her intention by completing the '[Cancellation Form](#)' and using the "Help & Contact" section on the [vente-privee.com](#) Website, by selecting "Questions related to My orders".

This right may be exercised by sending the Rosedeal back to [vente-privee.com](#) at the address stated in Clause 9, or for services by following the specific procedure for the service which will be stated on the Website.

The Member has 14 (fourteen) days to change their mind and cancel the contract (as described in clause 8.1 above) plus 14 (fourteen) days after the day on which the Member informs [vente-privee.com](#) of its cancellation to return the relevant Rosedeal.

When the Member wishes to use his/her cancellation right, pursuant to clause 8, the Rosedeal must be physically returned to [vente-privee.com](#) and the Member is liable for any cost and risks involved in returning the Rosedeal.

The Member will receive a refund within 14 (fourteen) days from [vente-privee.com](#) receiving the Rosedeal, or if earlier, 14 (fourteen) days from the day on which the Member supplies evidence of having sent the goods back.

The return of products or services will lead to refund of the price of the purchased product(s) or service(s).

[vente-privee.com](#)'s standard delivery charges will be refunded only in the case where an entire order has been either returned to [vente-privee.com](#) or cancelled by a member. Should a member wish to return selected items from an order, any shipping & handling charges will not be refunded.

The returning of an Order is shown as a negative transaction; this information is available at all times on the Website in the "My Account" section, which can only be accessed by the Member in question.

### Clause 9 – Payment

Purchases of ROSEDEALS may be paid for either by selected credit/debit cards or with PayPal accounts.

The following cards are currently accepted on the Website: Visa, Visa Electron, MasterCard and American Express.

If paid with a credit/debit card, the Member's bank account will be debited after a period of 3 days following the date of the order and the latter shall be deemed to be effective after confirmation from the banking payment centre. Otherwise, with a PayPal account, it will be debited immediately.

In accordance with existing data protection regulations, [vente-privee.com](#) does not store members' bank details. Members should therefore save and print the payment details page if they wish to have a copy of the transaction details.

### Clause 10 – Security

The Website has one of the most efficient site security systems. Not only does it use SSL (Secure Socket Layer) encryption, it has also reinforced all of the encryption processes in order to provide the most effective protection possible for all sensitive payment information. [vente-privee.com](#) never has access to any confidential information about the Member's means of payment.

Only the Société Générale – ATOS, our banking partner, has access to confidential information (card number, validity date), which cannot be accessed by any other third party.

### Clause 11 – Responsibility and liability

[vente-privee.com](#) cannot under any circumstances be held responsible for the misuse or non-fulfilment of a ROSEDEAL either on the part of the Member or the Partner providing the ROSEDEAL.

Furthermore, [vente-privee.com](#) cannot be held responsible for the misuse or non-fulfilment of a ROSEDEAL due to unforeseeable events that are beyond [vente-privee.com](#)'s reasonable control.

**[vente-privee.com](#) is not responsible for examining or evaluating, and does not warrant or endorse the ROSEDEAL products or services offered by Partners, or the content of Partners' websites. [vente-privee.com](#) does not assume any responsibility or liability for the actions or products or services of Partners or the content of Partners' websites.**

The Member hereby agrees to indemnify and keep [vente-privee.com](#) indemnified against all losses, liabilities, costs or damages incurred by [vente-privee.com](#) arising out of:

any claims or legal proceedings which are brought or threatened against [vente-privee.com](#) by any person arising from:

the Member's use of the ROSEDEAL Service or the Website;

the Member's use of a ROSEDEAL; or

the use of the ROSEDEAL Service or the Website through the Member's password; or

any breach of these ROSEDEAL Conditions by the Member.

### Clause 12 – Amendments to the ROSEDEAL Conditions

[vente-privee.com](#) reserves the right to make amendments at any time to these ROSEDEAL Conditions and to the Website. Any amendments will be posted on the Website.

Members agree to comply with the current version of the ROSEDEAL Conditions by continuing to place orders and make purchases using the ROSEDEAL Service. Any Members who do not accept any revised versions of these ROSEDEAL Conditions shall not be entitled to continue using the Website.

### Clause 13 – Data Protection and Privacy Policy

**13.1.** [vente-privee.com](#) endeavours to respect the confidentiality of any personal data provided by Members on the Website when using the ROSEDEAL Service and to use any such personal data in accordance with the UK data protection legislation.

**13.2.** [vente-privee.com](#) informs its Members that their personal data will be used internally by [vente-privee.com](#) and/or by affiliates or subsidiaries of [vente-privee.com](#) to:

inform the Member of ongoing or upcoming sales by invitation and reminder emails;

process the Member's order;

strengthen and personalise communications by means of newsletters, special offers (including competitions and games) and promotional emails with the purpose of personalising the Website according to the individual Member's preferences.

If the Member does not want to receive a certain category of emails, the Member can use the "Help & Contact / My personal details / Manage my emails" page to modify these settings.

**13.3.** [vente-privee.com](#) will also communicate the personal data of its Members to ensure delivery of Members' orders by [vente-privee.com](#)'s logistics partners; to ensure efficient after-sales service; and to conduct customer satisfaction surveys. [vente-privee.com](#) will also communicate this data where it is necessary to respond to a court order.

**13.4.** Where the Member has given their consent (either when registering on the Website or in the Account pages), [vente-privee.com](#) may also pass a Member's personal details to its Partners whose products or services feature in the ROSEDEALS section on the Website. Those companies may use Members' details to send gifts or offers by email directly to the Member.

**13.5.** Under the UK Data Protection Act 1998, Members may exercise their right to access, modify or delete any of their personal data by:

sending a request to: [modifications\\_uk@vente-privee.com](mailto:modifications_uk@vente-privee.com) (stating e-mail address, surname, first name and postal address), or by logging on to the "My Account / My personal details" section of the Website;

going to the "Help & Contact" section of the Website and selecting "Questions related to My Account" and then confirming that they want to close their account; or making a request in writing to close their account to the following address:  
vente-privee.com,  
249 avenue du Président Wilson  
93210 La Plaine Saint Denis  
France.

#### Clause 14 – Intellectual Property Rights

All intellectual property rights (whether registered or unregistered) in the Website and the ROSEDEAL Service (whether registered or unregistered) shall remain the property of vente-privee.com (or that of its licensors).

#### Clause 15 – Miscellaneous

**15.1.** If any court or competent authority finds that any one of these ROSEDEAL Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these ROSEDEAL Conditions shall not be affected.

**15.2.** Notices to be given to either party shall be in writing and shall be delivered by hand, sent by fax or by pre-paid post, to the Member's home address (as supplied to vente-privee.com when registering on the Website) or to vente-privee.com's head office.

#### Clause 16 – Governing Law and Jurisdiction \_Disputes

These ROSEDEAL Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

In the event of a dispute, the Member must first of all contact vente-privee.com in order to attempt to reach a friendly solution.

Information about the European Commission's Online Dispute Resolution Platform for the resolution of disputes can be found at : <http://ec.europa.eu/odr>

## Terms and Conditions for the Voyages vente-privee.com Website

The [www.vpvoyages.com](http://www.vpvoyages.com) website is operated by vente-privee.com .

vente-privee.com is a limited company. Its head office is based at 249 avenue du Président Wilson, LA PLAINE SAINT DENIS (93210), in France, and entered upon the French Commercial and Companies Register of Bobigny number 434 317 293, SIREN No.: 434 317 293 000 18, NAF 4791B, VAT No.: FR70 434 317 293 and GB 922 9121 39.

Director of Publication: Jacques-Antoine GRANJON

vente-privee.com is a licensed travel operator under the number IM093110021.

Guarantor: SOCIETE GENERALE, 29 Boulevard Haussmann, 75009 PARIS.

Professional Civil Responsibility: HISCOX, 19, rue Louis Le Grand, 75002 PARIS

For any questions or information about using the website or any technical questions, vente-privee.com can be reached at 0800 026 6287: (calls free from a UK Landline; costs may vary according to your mobile provider) from 6am to 5pm Monday to Friday.

Mailing address for the Member Relations Team:

Vente-privee.com

Member Relations Team

5 bis, rue Francis de Pressensé

93457 La Plaine Saint-Denis Cedex - France

Fax: 00 33 1 49 17 21 55

You can also send any question you may have via our "[Help & Contact](#)" section.

The website is hosted by ECRITEL, a limited company registered in France with company number 332 484 021. The Head Office is based at 3 rue de Pondichéry, 75015, PARIS.

Telephone No: +33 (0)1 40 61 20 00. The company is represented by Mr. Jaime QUERU.

Terms of Website Use

Use of the Website is subject to these Terms and Conditions. If Members do not accept these Terms and Conditions then they are not authorised to use or continue using the Website. Vente-privee.com may amend these Terms and Conditions at any time and any revised version will be effective immediately when displayed on the Website.

Clause 1. Definitions

Terms defined in this clause 1 shall have the same meanings throughout the Terms and Conditions. Visual identity: the creative elements comprising the Website structure.

Contents: the brands, logos, domain names, graphics, trailers, music, photographs, software applications, animations, text, sale descriptions, and any other audio or visual elements on the website. Cookie: a small text file stored on a user's computer by a web browser. It allows Members' login details to be stored. When Members return to the Website after having logged off, they do not have to re-enter their login details. The information is automatically sent via a cookie. Member(s): internet users who have filled in their personal details on the registration form of vente-privee.com. Services: the online services available to Members on the Website. Website: the vente-privee-voyage.com website which can be accessed at [www.vpvoyages.com](http://www.vpvoyages.com). Tour Operator: any corporate body which offers its holidays on the Website.

Clause 2. Application of the Terms and Conditions

2.1. The Terms and Conditions apply exclusively to vente-privee.com and to any Members accessing the Website or using the Services. 2.2. The Services are available exclusively to Members. Members must agree to keep their personal details up to date and to provide any other information deemed necessary by vente-privee.com for the Member's use of the Website.

Clause 3. Registration and access

3.1. It is necessary to be a vente-privee.com Member to access the Website via [www.vente-privee.com](http://www.vente-privee.com) or directly at [www.vpvoyages.com](http://www.vpvoyages.com). 3.2. To facilitate Website access, vente-privee.com recommends that Members accept browser cookies. However, it is possible for Members to use the Website without the need for cookies if they wish.

Clause 4. Services

Vente-privee.com advertises holidays on the Website and by emails sent to Members. All holidays will be booked by the Member directly with the Tour Operator (and not vente-privee.com). Members can access further details of these holidays from the Website. Members will then be redirected to the website of the Tour Operator, where the holiday can be reserved. A booking will not be confirmed until the Member receives confirmation from the Tour Operator.

4.1. Holiday sale Several days before the sale, Members receive an email invitation from vente-privee.com detailing the sale dates and times. The invitation is accompanied by a sale trailer offering a preview of the products on offer (Tour Operator, destination, accommodation, etc). Members can also ask to receive a sale reminder email. 4.2. Website access Once the sale has opened, it can be accessed by Members directly from the Website - by clicking on the sale banner on [vente-privee.com](http://vente-privee.com) - or from the invitation and reminder email. Only Members can access the sale. 4.3. Viewing offers All the holidays offered by Tour Operators are described in the products pages on the Website. 4.4. Redirection to Tour Operator websites To purchase a holiday from a Tour Operator during a sale on the Website, Members need to click on the "reserve with Tour Operator" button on the Website. Members will be redirected to the website of the selected Tour Operator, where the holiday can be reserved. Members may have to wait a few moments to access the Tour Operator's website if there is a lot of web traffic. 4.5. Payment and confirmation Reservation, payment and order confirmation take place on the partner Tour Operator's website. For this reason, [www.vente-privee.com](http://www.vente-privee.com) vouchers cannot be used to make purchases on the Tour Operator's website. When purchasing a holiday advertised on the Website, in addition to these Terms and Conditions, Members will also be subject to the terms and conditions of the relevant Tour Operator. Members should ensure that they obtain a copy of the Tour Operator's terms and conditions and review them carefully prior to making a booking. Any visa, passport and inoculation requirements are the responsibility of the Member and failure to obtain the relevant documents is not the responsibility of vente-privee.com ; this is for the Tour Operator to deal with. 4.6. Order tracking and customer service Any enquiries related to orders will be dealt with by the customer service department of the relevant Tour Operator. Order tracking will also be dealt with by the Tour Operators, generally via their website. However, vente-privee.com is happy to help Members with any enquiries related to functioning of the Website, possible technical problems, or a sale advertised on the Website. The telephone number is: 0800 026 0688 (calls are free from a landline; mobile phone costs may vary. Members should contact the Tour Operators if they have any other queries. Their contact details appear on the product pages on the Website.

Clause 5. Guarantees and liability

5.1. Guarantees vente-privee.com endeavours to ensure that the Website is available to Members 24 hours a day, subject to the provisions of this clause. Vente-privee.com shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond vente-privee.com's control. 5.2. Limited liability vente-privee.com reminds Members that the holidays purchased, order follow-up and any possible questions or claims are governed by the terms and conditions of the Tour Operator with which the holiday is booked. The Website and any information or other material contained on it or on any website of a Tour Operator are made available strictly on the basis that Members accept them on an "as is" and "as available" basis. Where Members rely on any information or other material contained on the Website or on any website of a Tour Operator, they do so entirely at their own risk and they accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of the Website or any website of a Tour Operator are excluded to the fullest extent permitted by law. Vente-privee.com hereby excludes any liability for direct, indirect or consequential loss or damage incurred by Members in connection with the use, or inability to use, or results of the use of the Website, any websites linked to it (including any website of a Tour Operator) and any materials posted on it (or any website of a Tour Operator), including, without limitation, any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and wasted management or office time, in all cases, whether caused by tort (including negligence), breach of contract or

otherwise.

#### Clause 6. Intellectual property

vente-privee.com is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it (including, without limitation, the Visual identity and Contents). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Members may not modify the paper or digital copies of any materials (including the Visual identity and Contents) and they may not use any illustrations, photographs, video or sequences or any graphics separately from any accompanying text without vente-privee.com's prior written permission. Members must not use any of the Visual identity or Contents or any other materials on the Website for commercial purposes without obtaining a licence to do so from Voyages vente-privee.com. If Members print off, copy or download any part of the Website, in breach of these Terms and Conditions, their right to use the Website will cease immediately and the breaching Members must, at vente-privee.com's option, return or destroy any copies of the materials it has made.

#### Clause 7. Data Protection and Privacy Policy

7.1. Vente-privee.com endeavours to respect the confidentiality of any personal data provided by Members. This information will be used in accordance with the UK Data Protection Act 1998 (as may be amended or updated from time to time). 7.2. The data provided may be used internally by vente-privee.com for the purpose of processing member reservations and personalising its member communication and website. Vente-privee.com may also provide its partners with data regarding its Members, sale exchange structures and website to trusted third parties. This data will not, however, include any personal information. 7.3. Vente-privee.com may communicate personal data to ensure order delivery by Tour Operators, to ensure efficient after-sales service and to carry out customer satisfaction surveys. Furthermore, Vente-privee.com will also communicate this data where it is necessary to respond to a court order. 7.4. When creating or consulting an account, Members can choose to receive: - Sales information and offers from partners of vente-privee.com via email from vente-privee.com, or any company belonging to the same group. - Offers sent directly from partners of vente-privee.com, or of any company belonging to the same group. 7.5. Under the UK Data Protection Act 1998, members may exercise their right to access, modify or delete any of their personal data. Members can either send a request to modifications\_uk@vente-privee.com (stating e-mail address, surname, first name and postal address) or logon to the "My Account / My personal details" section of the vente-privee.com website. To close an account, Members can go to the "Help & Contact" section of the vente-privee.com website, select "Questions related to My Account" and then confirm that they want to cancel their account. Members can also send a request in writing to close their account to the following address: vente-privee.com 249 avenue du Président Wilson, 93210, La Plaine Saint Denis, France

#### Clause 8. Viruses, Hacking and other offences

Members must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. Members must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. By breaching this provision, Members would commit a criminal offence under the Computer Misuse Act 1990 (as may be amended or updated from time to time). Vente-privee.com will report any such breach to the relevant law enforcement authorities and vente-privee.com will cooperate with those authorities by disclosing the breaching Member's identity to them. In the event of such a breach, the breaching Member's right to use the Website will cease immediately. Vente-privee.com will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect Members' computer equipment, computer programs, data or other proprietary material due to Members' use of the Website or Members' downloading of any material posted on it, or on any website linked to it.

#### Clause 9. Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, use of the Website.