

CHANEL

CHANEL ONLINE BOUTIQUE

1. ABOUT US AND THE CHANEL ONLINE BOUTIQUE

- 1.1 Welcome to our CHANEL web site www.chanel.com/en_GB/ (the "CHANEL Online Boutique" or the "Site"), the Site from which you can purchase CHANEL branded fragrance and beauty products (the "Product"). The Products sold on the CHANEL Online Boutique will be provided to you by Chanel Limited ("CHANEL", "We", "Our", "Us"). Chanel Limited is a company registered in England and Wales under registration number 00203669. Our registered address is 5 Barlow Place, London, W1J 6DG and Our VAT number is GB217856541.
- 1.2 For any questions relating to the use of the Site, an Order or CHANEL please contact Our Client Service team which can be reached from Monday - Friday from 10am – 6pm on the following number 0800 028 5005 free of charge. This service can also be accessed on the CHANEL Online Boutique or by email at the following address: Online.boutique@chanel.co.uk.

2. ABOUT THESE TERMS AND CONDITIONS

2.1 ACCEPTANCE OF TERMS

These terms and conditions ("Terms") are the terms on which We sell the Products to you. Please read these Terms carefully before ordering any Products. You should keep a copy of these Terms for future reference. Click [here](#) to print or download them. We will also file a copy of any Orders made by you on the CHANEL Online Boutique.

These Terms may be changed from time to time where it is necessary for us to do so for legal or regulatory reasons. The Terms applicable to any Order from the Site are those that you agree to when placing your Order. These can be accessed from the Order confirmation email We will send you once you have placed your Order.

These Terms are only available in the English language.

2.2 THE ORDERING PROCESS AND ORDER CONFIRMATIONS

Your Order constitutes an offer to Us to buy the Product. All Orders are subject to availability and to acceptance by Us. We will send you an email acknowledging receipt of your Order. Please note that this does not constitute acceptance by Us. The contract for purchase of the Product is formed when We send you an email confirming your Order.

If a Product you wish to purchase is no longer available We will inform you by telephone or via email as soon as possible. Where this is the case, you will not be charged for the Product and you will be given the option to request that We inform you of the future availability of the Product via email.

3. YOUR USE OF THE SITE

3.1 REGISTRATION, PASSWORDS AND SECURITY

When you place an Order on the Site, you will have the option to check-out as a guest or to create a client account ("Client Account"). Setting up a Client Account is an easy process and you simply need to complete your details in the My Account section of the Site.

You are responsible for maintaining the confidentiality of your Client Account password and user name and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Site and will not be responsible for losses suffered by you where your password or user name is used by someone else unless this is due to Our negligence. You agree to notify Us immediately by email to Online.boutique@chanel.co.uk, or by phone on 0800 028 5005 if you become aware of or suspect any unauthorised use of your Client Account.

3.2 YOUR PROMISES TO US

You confirm that:

- 3.2.1 you are over 16;
- 3.2.2 all information and details provided by you to Us (including on creating a Client Account) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by amending your Client Account details at www.chanel.com/en_GB/fragrance-beauty/services/login.
- 3.2.3 you are the holder of a valid credit or debit card.

You agree that in using the Site you will not:

- 3.2.4 use the Site for any unlawful purpose;
 - 3.2.5 access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Site's security measures; or
 - 3.2.6 use the Site and any Product you purchase on it for any purpose other than your personal use. This means that We limit the number of items of a single Product you order to four (4) and the total number of Products purchased in one Order to twelve (12) Products and that you should not resell any Products.
- 3.3 We reserve the right to suspend, restrict or terminate your access to the Site at any time without notice if We have reasonable grounds to believe you have breached any of these

restrictions. This shall not limit Our right to take any other action against you that We consider appropriate to defend Our rights or those of any other person.

3.4 INTELLECTUAL PROPERTY

- 3.4.1 CHANEL and its affiliated Chanel companies (collectively The Chanel Companies) own all intellectual property rights in the Products, the Site as a whole and its content, including but not limited to all copyright, design and trade mark rights in names, logos, designs, texts, data compilations, graphics, audio clips, films, photographs, animations, illustrations, drawings, software and computer codes ("Content"), or have been granted all necessary licences to use the same.
- 3.4.2 Use of the Site and its Contents grants you no rights in relation to the intellectual property in the Site. Subject to paragraph 3.3.3, you may not copy, reproduce, duplicate, modify, edit, republish, download, post, broadcast, record, transmit, sell, exploit, or distribute any part of the Site or its Content without Our prior written consent.
- 3.4.3 Subject to these Terms, We grant you a non-exclusive and revocable licence to use the Site for personal use only. Such licence does not permit you to use the Site for commercial use and/or purposes, When you use the "Share" function on the Site in order to share information from the Site via social media platforms (such as Facebook and Twitter), you acknowledge and agree that you will be sharing this content solely for personal use and/or purposes.
- 3.4.4 Your use of the Site and/or its Content must not in any way cause damage to the Site and its ability to function (including but not limited through the use of data gathering and extraction tools) nor prejudice or damage the reputation of The Chanel Companies or the Products.
- 3.4.5 The purchase by you of the Products from the Site does not entitle you to alter the nature of or repurpose the Product and resell the same. The resale of repurposed or altered Product may infringe the rights of CHANEL.
- 3.4.6 Use of Our intellectual property other than that permitted under this paragraph 3.3 may infringe The Chanel Companies' rights in the Site and We reserve on Our own behalf and that of The Chanel Companies' the right to take any appropriate legal actions to protect such rights.

3.5 LINKS TO AND FROM OTHER WEBSITES

- 3.5.1 You may establish links to the Site provided you stop providing links to the Site immediately if We require you to.
- 3.5.2 Other third party websites may provide links to the CHANEL Online Boutique from time to time. You acknowledge that:

3.5.2.1 these websites are not under Our control and We therefore cannot exercise any control over the content of such website;

3.5.2.2 the inclusion of a link to the Site does not imply any endorsement of the material contained in such websites nor any association with their operators on Our part;

3.5.2.3 We will not be party to any transaction or contract with a third party that you may enter into via such sites; and

3.5.2.4 you agree that you will not involve Us in any dispute between you and the third party.

3.6 GIFT MESSAGE

We provide a complimentary, gift message facility on all Orders, which is available for your own personal and strictly non-commercial use.

You are entirely responsible for the text and other content of your gift message to any third party and We accept no liability for any such content. If you choose to use the facility, you agree that your message will not contain any materials which may be interpreted as abusive, racist, obscene, defamatory, offensive, harassing, threatening, vulgar or which could cause distress or embarrassment to any person. You agree not to impersonate any person, including but not limited to any of our employees or customers.

Your message cannot exceed 200 characters and must not contain any material in which a third party owns the intellectual property rights (including but not limited to music lyrics in which copyright subsists).

Your message cannot be changed once your Order is placed. We have the right to refuse to send messages and to terminate access to the gift message service at any time and without liability to you. The gift message facility is currently only available in the English language.

4. PRICE AND PAYMENT

4.1 The price of a Product is the price stated on the Site at the time you place your order except in the case of obvious error. We try and ensure that all prices on Our Site are accurate but errors may occur. If We discover an error in the price of a Product you have ordered before formation of a contract between Us in accordance with paragraph 2.2 of these Terms We will inform you as soon as possible and give you the option of reconfirming your Order at the correct price or cancelling it. If you cancel, no payment will be taken from your card.

4.2 Prices on the Site are displayed in GBP (£) and are inclusive of UK Value Added Tax. Delivery charges are not included in the Product price. The total cost of your Order is the price of the Products ordered plus the applicable delivery charges depending on the delivery option you select (the charges are as set out in the Delivery Costs section of the Site). We will let you

know the total cost of your Order (including delivery charges based on the delivery option you have selected) prior to your placing of the Order.

- 4.3 Please note that Product prices may change over time and the prices payable are those on the CHANEL Online Boutique at the time of Order. If you have opted to create a Client Account, the prices displayed on the Orders page within the "My Account" section of the Site will be the price paid by you at the time of that particular Order being placed. Reordering a Product at a later date may therefore present a different price for the same Product at the checkout and, where the Terms have been changed as described in paragraph 2.1, may be subject to different Terms.
- 4.4 We accept payment credit card and debit cards (VISA, MasterCard, Maestro, American Express, Union Pay, JCB and Diners Club). We also accept payment via PayPal.
- 4.5 We have set up a secure payment system for all Orders made on the CHANEL Online Boutique. Payments are made on an external platform via the payment provider Adyen and comply with PCI DSS security standards. Payment will be debited from your account at the time of or shortly before despatch of the Product to you. If you are paying via your PayPal account, you agree that you are responsible for payment for all Orders placed using your PayPal account username and password.
- 4.6 By placing your Order and making an offer to buy a Product, you authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity; to validate your credit card; to obtain an initial credit card authorisation; to protect you and us from fraud; and to enable us to arrange delivery of your Order to your nominated delivery address.
- 4.7 We will send you a copy of your invoice as an attachment to the Order confirmation email We send. In addition, where you have opted to create a Client Account, you will have the option to download your invoice from the 'My Account' section under "My Orders".
- 4.8 You confirm that the credit/debit card that is being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment We will not accept your order and We will not be responsible for any delay or non-delivery and We are not obliged to inform you of the reason for the refusal.
- 4.9 We are not responsible for your card issuer or bank charging you as a result of Our processing of your credit/debit card payment in accordance with your order.

5. SAMPLES

Each Order will be accompanied by samples of Our Products so that you can further explore the range of Products available on the Site. You will have the opportunity to express a preference as to which samples you wish to receive before placing your Order. Samples are

however subject to availability and it may be necessary for Us to substitute your first choice of sample with an alternative which We hope will equally delight you.

6. DELIVERY AND OWNERSHIP

6.1 We accept Orders for delivery to mainland UK and Northern Ireland only (excluding The Channel Islands and the Republic of Ireland). We are also not able to make deliveries to PO Boxes.

6.2 Products will be dispatched by DPD unless you specify an alternative delivery option. Standard and nominated day deliveries are guaranteed within a 1 hour delivery slot (excluding Sundays and holidays) by DPD.

Delivery Costs. Prices shown on the Website do not include delivery. Our Delivery Costs and options are as follows:

[Please click here for Our Delivery Costs and Options](#)

For any Order greater than or equal to fifty GBP (£50), complimentary Standard delivery is offered. The Click & Collect service is also complimentary. The delivery costs are added to the total price of the Order at the Checkout.

6.3 We shall do Our best to dispatch the Product to you as soon as possible after you place your order and in accordance with the delivery option you have selected when placing your Order. In any event not more than 5 working days beginning on the day We confirm your order. If We are unable to dispatch the Product within that time We will email to let you know and to give you an estimated delivery date. In these circumstances you have the right to cancel the order and receive a full refund.

6.4 You shall be informed by email/text when the parcel has been processed by DPD. You will have the option to change the date of delivery (within a limit of five (5) working days from the original scheduled delivery date).

In the event that you (or a person identified by you to take delivery of the Product on your behalf) are not available at the time of delivery, you will be contacted by DPD via SMS or e-mail to schedule a new delivery slot. Wherever possible, a notice will also be left at your address that delivery of your Order has been attempted.

6.5 As soon as the Product is delivered to you (or a person identified by you to take delivery of the Product on your behalf), you are responsible for it.

6.6 We want you to be happy with your purchase from Us. If you are unhappy with the Product in any way please contact Our Client Service at Online.boutique@chanel.co.uk, or 0800 028 5005 as soon as possible.

7. CANCELLATION, RETURNS AND REFUNDS

7.1 BEFORE DISPATCH

If you wish to change or cancel your Order prior to the Product(s) having been dispatched you can either select the “cancel” option within the CHANEL Online Boutique ‘My Account’ section or call Our Client Services team on 0800 028 5005 / Online.boutique@chanel.co.uk, with your Order number, to discuss what practical options are available to you. In the event that your Order has already been dispatched, please return your Order once received in accordance with Our Returns Policy below.

7.2 AFTER DISPATCH

We hope that you will be delighted with your order. However, if you wish to return the Product(s), you have the right to return your Order within 28 days without giving any reason, even if the Product is not defective. This right is subject to certain conditions as set out below:

7.2.1 Your cancellation period will expire 28 days after the day on which you (or a person indicated by you to take delivery, other than the carrier) take delivery of the Products. If your Order is delivered in multiple lots, the 28 days will start counting from the day on which you (or a person indicated by you to take delivery, other than the carrier) takes delivery of the final Products. For example, if you receive your (final) Product on the 1st of the month then your cancellation period will end on the 28th of that month.

7.2.2 You must inform Us of your decision to cancel your Order by a clear statement prior to the end of the cancellation period. You may inform Us by any of the methods below, however it will help Us to process your refund more quickly if you use Our online returns form which can be downloaded from the My Account section of the Site or by calling Our Customer Services Team.

Email at Online.boutique@chanel.co.uk,

Phone 0800 028 5005

Post CHANEL Client Care Department, CHANEL LTD 5 Queensway, Croydon CR9 4DL

The model cancellation form by following [this link](#). If you use this option, We will communicate to you an acknowledgment of receipt of such a withdrawal on a durable medium (e.g. by email) without delay

7.2.3 You have taken reasonable care of the Product prior to return. In particular this means that you should not have used the Product and any tags, labels or protective packaging should not have been removed.

7.2.4 You return the Product to Us without undue delay and in any event within 14 days of informing Us of your decision to cancel.

7.2.5 You return the Product in suitable packaging to ensure it reaches Us in good condition. In order to ensure the Product reaches us in good condition in accordance

with these Terms We recommend you use the original packaging you received the Product in to return it to Us.

7.3 FAULTY PRODUCTS.

Any Product We send you should meet its description on the Site and be fit for purpose. If however a Product is faulty or does not meet the description given on the Site at the time you placed your order, please contact Our Client Service Team as soon as possible on Online.boutique@chanel.co.uk or 0800 028 5005 with your Order number.

For faulty Products, We will refund the purchase price, delivery charge and any reasonable shipping costs you incur in returning the Product to Us. Please note that this does not include any costs incurred by you in returning the Products in person.

7.4 RETURNING THE PRODUCT(S).

We recommend that the Products are returned to Us using one of the methods described below:

7.4.1 By post to CHANEL LTD 5 Queensway, Croydon CR9 4DL along with the Return Form provided in the delivery package

7.4.2 In store at one of the following boutiques: CHANEL stand-alone Fragrance & Beauty boutique at Covent Garden, CHANEL stand-alone Fragrance & Beauty boutique at Old Spitalfields Market or CHANEL stand-alone Fragrance & Beauty boutique at St Pancras International Station.

Please note that returns will not be accepted at any other retail outlet that sells CHANEL products.

7.5 For your convenience, where you are returning the Products by post, CHANEL provides a prepaid returns label in the package that enables returns of the Product(s) at no cost (the "Prepaid Label"). Please append the Prepaid Label to the package and then deposit it in a DPD approved location from the following [list](#). If you choose not to use the Prepaid Label when returning non-faulty goods, you will be responsible for the costs of returning the Products to Us.

7.6 EFFECTS OF CANCELLATION

If you cancel your Order in accordance with paragraph 7.2, We will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by Us or in the event you chose to keep one or more items from your Order).

We will make the reimbursement without undue delay and not later than:

(a) 14 days after the day We receive back from you any Products supplied, or

- (b) (if earlier) 14 days after the day you provide satisfactory evidence that you have returned the goods.

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

7.7 PRODUCTS WHICH MAY NOT BE RETURNED

Please note that, unless they are faulty, you do not have the right to return Products which are sealed for health protection or hygiene reasons where their packaging is unsealed or any protective strip has been removed or damaged. This means that it will not be possible for Us to accept the return of any fragrance or other Product where the cellophane has been unsealed or other protective seal has been removed.

8 OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY TO YOU

- 8.1 We accept liability for death or personal injury caused by Our negligence or that of Our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by Us or Our employees or agents.
- 8.2 You have certain rights under the law. These include that We have the right to supply the Product to you and that any Products supplied by Us will be of satisfactory quality and as described. You have certain legal remedies if we breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights to which you may also be entitled, for example to damages or specific performance.
- 8.3 If We breach these Terms We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of the greater of £100 or the total value of the Order. Losses are foreseeable where they could be contemplated by you and Us at the time of entering into this Agreement.

8.4 WE ARE NOT RESPONSIBLE FOR:

8.4.1 losses not caused by Our fault;

8.4.2 losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and Us at the time of entering into this Agreement, for example loss of profits or loss of opportunity;

9 GENERAL

- 9.1 If you breach these Terms and We take no action against you, We will still be entitled to use Our rights and remedies in any other situation where you breach these Terms.

- 9.2 If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
- 9.3 These Terms are not intended to give rights to anyone except you and Us.
- 9.4 Complaints and disputes
- 9.5 We will do Our best to resolve any disputes in relation to these Terms. If you wish to take court proceedings against Us you must do so within the United Kingdom. If you live in England or Wales the laws of England and Wales will apply and if you live in Scotland, Scottish law will apply.
- 9.6 If We are unable to resolve any disputes between Us about this Agreement you have the right to refer the dispute to the [EU's Online Dispute Resolution platform](#)

10 PERSONAL DATA AND PRIVACY

Please see Our [Privacy Policy](#) regarding the treatment of your personal information. In addition to this, please note that in Order to fulfil your Order it will be necessary for Us to share your contact details (address, email and phone number) with Our delivery partner, DPD. If you have any questions or concerns in relation to this please contact by sending an email to chaneluk@chanel.co.uk, calling us at 020 8688 7131 or writing to Us at Chanel Ltd, Queensway, Croydon, CR9 4DL, Attn: Consumer Relations.

11 "CLICK TO CALL" AND "CLICK TO CHAT" LIVE CONTACT SERVICES

The CHANEL Online Boutique offers a "click to call" service, which connects you by telephone to Our Client Service Team (hereinafter referred to as "Click to Call") and also a live chat service, which connects you to an online conversation with Our Client Service Team (hereinafter referred to as "Click to Chat"). Both the "Click to Call" and "Click to Chat" services analyse your use of the CHANEL Online Boutique to assist Us with your query and also to provide you with help when navigating the CHANEL Online Boutique. The services use a system which collects data generated by the cookies and JavaScript relating to your use of the CHANEL Online Boutique (including your IP address) which analyses your use of the CHANEL Online Boutique in real time. The data collected will be forwarded to and stored on servers belonging to a CHANEL service provider located within the European Union. This service provider will use the information for the sole purpose of analysing your use of the CHANEL Online Boutique and for compiling reports on your activity on the CHANEL Online Boutique. We may disclose this data to third parties when required to do so by law or when these third parties process the data on behalf of CHANEL. You may de-activate the use of the "Click to Call" or "Click to Chat" cookies using the link here.¹ By doing so you understand that CHANEL would no longer be able to provide the "Click to Call" or "Click to Chat" services to you.

¹ https://www.chanel.com/en_GB/fragrance-beauty/home.html#cookiesmanagement

If you use the “Click to Call” or “Click to Chat” service, we’ll also collect your name and phone number and/or email address, if you choose to provide it. Your name and personal information will be used solely for the purpose of providing the “Click to Call” or “Click to Chat” service. The “Click to Chat” conversation will not be retained by CHANEL and we recommend that you make screenshots of the conversation for future reference.

By using the CHANEL Online Boutique and “Click to Call” or “Click to Chat” services, you give your express consent to the processing of your data by CHANEL, under these Terms and for the purposes described above. The data collected by CHANEL in the context of the “Click to Call” or “Click to Chat” services shall not be used by CHANEL or its service providers other than in order to provide you with the services described above.