

# ACTIVE LIVING REWARDS PRIVACY POLICY

Effective Date: June 1, 2018

## **Our commitment to your privacy: Overview**

This privacy policy (**this Privacy Policy**) sets out the privacy policies and practices for Lorna Jane Rewards Pty Ltd ABN 74 166 344 501, Lorna Jane Pty Ltd ABN 91 065 384 616, Lorna Jane USA Inc and their affiliates (**Lorna Jane, we, our, us**) with respect to how Lorna Jane collects personal information for the purpose of:

- the Active Living Rewards Program (**the Program**);
- all Lorna Jane businesses in relation to their participation in the Program;
- the Program related mobile applications (**Apps**); and
- the websites and Apps of participating Lorna Jane businesses in relation to their participation in the Program, including:
  - lornajane.com;
  - activeliving.com;
  - movenourishbelieve.com;
  - nowmoveit.com; and
  - various subdomains,(collectively, **the Sites**).

This Privacy Policy applies to the Program and is intended to apply alongside the Privacy Policy published online at: <https://www.lornajane.com> for the Lorna Jane website, apps, stores and other services (**the General Privacy Policy**).

Capitalized terms not defined in this Privacy Policy have the meaning given in the Active Living Rewards Program Terms & Conditions (**the Terms and Conditions**).

Please note that the Sites may contain links to other third party websites that are not controlled or operated by Lorna Jane. This Privacy Policy does not apply to such third party websites, and Lorna Jane is not responsible for the content of such third party websites or the privacy practices of such third parties. Therefore Lorna Jane encourages you to request and review the privacy policies of any third parties before disclosing your personal information to such parties or when visiting such third party websites.

We recognize the importance of protecting the privacy and the rights of individuals in relation to their personal information. We are particularly sensitive to privacy issues on our Sites and Apps. We respect your rights to privacy under the federal and state privacy laws of the United States in respect of the collection, management and disclosure of your personal information.

## **What is your personal information?**

When used in this Privacy Policy, the term "personal information" means information or opinion about an individual whose identity is apparent or can be reasonably ascertained from the information or opinion as further defined under applicable privacy laws, including, but not limited to, your name, address, telephone number, email address, Active Living Rewards membership number, age, date of birth, gender, your Contacts (as defined below) and other personal information collected through the Active Living Rewards Program as disclosed in this Privacy Policy.

## **Consent**

BY SUBMITTING PERSONAL INFORMATION TO LORNA JANE OR ITS SERVICE PROVIDERS AND AGENTS, YOU AGREE THAT LORNA JANE MAY COLLECT YOUR PERSONAL INFORMATION AND YOU CONSENT TO THE USE, DISCLOSURE AND TRANSFER OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY AND AS PERMITTED OR REQUIRED BY LAW. Subject to legal and contractual requirements, you may refuse or withdraw your consent to certain of the purposes identified herein at any time by contacting Lorna Jane at the address provided below. If you refuse or withdraw your consent, you acknowledge that Lorna Jane may not be able to provide you or continue to provide you with

certain services or information relating to the Active Living Rewards Program which may be of value to you.

### **What personal information do we collect and hold?**

In general, you can browse our Sites and other Lorna Jane owned digital properties without telling us who you are or revealing any personal information about yourself. However, there are a few places where we give you an opportunity to provide us with your personal information, such as completing an online survey. In other instances, we are required to collect your personal information, such as when we add you to our mailing list (to receive information about our latest offers, the Active Living Rewards Program or other special items we think you might be interested in) or you download an App or join, or request to join, the Active Living Rewards Program.

The types of personal information we collect from or about you may include the following:

- your name and gender;
- contact details such as your mailing or street address, email address and telephone numbers;
- age or birth date;
- any other information you provide voluntarily when you apply to join the Active Living Rewards Program or activate your membership, whether online, in hardcopy form, in-store, or over the phone;
- your Active Living Rewards Program username and membership number;
- additional personal details (such as maiden name) used for security purposes;
- details of the products and services you have purchased from us or which you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries or to provide you with the Active Living Rewards Program;
- details of the Program Partners you transact with and the products and services you have purchased from them, together with any additional information necessary to provide you with the Active Living Rewards Program;
- if you install the Lorna Jane App, we may also collect information about your location through your device, as described in more detail under the heading "Apps" below;
- details of the Active Living Rewards Program points, rewards and other benefits we have provided you under the Active Living Rewards Program;
- other information from other sources relevant to the Active Living Rewards Program;
- any additional information relating to you or that you provide to us directly through our Sites or indirectly through use of our Sites or online presence, through our representatives or otherwise.

We may also collect some information that may not be personal information because it does not identify you or anyone else. For example, we may collect information regarding the frequency of user visits to the Sites and Apps, the routes by which users access the Sites and Apps and use of any hyperlinks available on the Sites. Lorna Jane or its service providers and agents may process and use this aggregate data for various purposes including, but not limited to, analysis of this data for trends and statistics, development of the Sites, Apps and Program and the Sites', Apps' and Program's features and offerings, assessing patterns of use, or planning and evaluating marketing initiatives. This information is gathered by certain tools and methods such as the collection of your IP address or the use of cookies and is maintained, used and disclosed in aggregate form unless otherwise noted.

You represent and warrant that you have the right and authority or have obtained all necessary consents (including under this Privacy Policy), to provide any information, including any personal information of another individual, that is provided by you to Lorna Jane in connection with the Program.

### **How do we collect your personal information?**

We may collect your personal information at our retail stores (**the Stores**), through your use of the Sites and the Apps or through your participation in the Program, which may include but is not limited to information provided in connection with the following activities:

- when you shop with us and provide your information to staff in our Stores or during conversations between you and our representatives;
- when we add you to our mailing list or you join, or request to join, the Active Living Rewards Program, including by registering or filling in forms on the Sites, the Apps or in the Stores;

- downloading and using one of the Apps;
- when registering or updating your details or profile in the Active Living Rewards Program;
- when you use the Active Living Rewards Program, you earn, are awarded or redeem any benefits under the Program or you claim or receive any benefit under the Program;
- through your access to and use of our Sites;
- when you complete an application or purchase order or request product information or manuals;
- if you enter a contest or sweepstake;
- if you connect with us via a social network;
- when you set up and maintain a user account with us;
- when you complete a customer survey or send us feedback;
- using other features of the Sites, Apps or Program that may be offered from time to time, and may require such information in order to utilize the feature; or
- during conversations between you and our representatives, and Lorna Jane may keep a copy of any communications or correspondence you may send to us, including any e-mail communications.

Except where prohibited by law, we may also collect personal information from:

- Lorna Jane businesses and Program Partners when you use the Active Living Rewards Program, you earn, are awarded or redeem any benefits under the Program or you claim or receive any benefit under the Program; and
- other third parties where we think that information will help us provide you with better service or offers you might be interested in.

### **Apps**

Lorna Jane may from time to time offer users the ability to download and use mobile applications. By downloading and/or using these Apps, you agree to any applicable terms of use in addition to the Terms and Conditions, which shall be provided to you when you download the Apps and which shall be available at any time during your use of such Apps, as well as access to this Privacy Policy. You may be required to provide personal information in order to use the Apps, including your first name, last name, email and password. You may have the option of providing other personal information in connection with your use of the Apps, such as your picture, your physical location, your birthdate and your gender.

If you have provided permission through your device to allow us to collect location information, Lorna Jane may obtain pinpointed physical location information from technologies like GPS, Wi-Fi, or cell tower proximity. You are able to withdraw your permission for Lorna Jane to acquire pinpointed location information from your device through your device settings, although Lorna Jane does not control this process. The App may use the geo-location features of that application (GPS or network-based) to support your use of location-based tools such as locating classes, teachers and studios near you.

Some of our Apps may allow you to connect with Facebook and import your Facebook information, such as your friends' names, as well as your device contact list (collectively, **Your Contacts**) into the App for the purpose of allowing you to invite such persons to download the App or to invite them to participate in certain activities. If you agree to connect our Apps with Facebook and to share information and Your Contacts, you grant Lorna Jane permission to access and use such information for such purposes provided in this paragraph of the Privacy Policy. You further represent and warrant that you have the right to share and transfer Your Contacts with Lorna Jane and that Lorna Jane's use of Your Contacts for the purpose provided in this paragraph does not violate the rights of any third party. Lorna Jane does not, in any way, control the information that Facebook collects from you.

You will have the option to opt-out partially or completely from any of our Apps or withdraw any permission granted to Lorna Jane, and in any such case, Lorna Jane will destroy and permanently de-identify personal information it holds and has collected from your use of such Apps.

### **Cookies**

Like many websites and Apps, Lorna Jane utilizes "cookies" to maintain a record of your visit to the Sites and your use of the Active Living Rewards Program. A cookie is a small text file that is transferred by a web server and stored on the hard drive of your computer or mobile device. It can

only be read by the server that sent it to you. This information does not identify you personally unless you have otherwise provided Lorna Jane with personal information.

Cookies help Lorna Jane to improve the Sites and the Active Living Rewards Program, and to deliver more personalized service by enabling Lorna Jane to estimate audience size and usage patterns; to store information about your preferences; to speed up your searches and to recognize you when you return to the Sites or use the Active Living Rewards Program.

Most web browsers automatically accept cookies. If you would prefer to prevent your computer from accepting Lorna Jane's cookies, you may follow your Internet browser's steps for doing so. Please note, however, that if you do disable cookies from your browser, you may not be able to access certain sections of the Sites or the Active Living Rewards Program.

### **IP Addresses**

An IP address is a computer's numeric address, by which it can be located within a network. Lorna Jane may record your IP address when you visit or use services or features on the Sites or the Active Living Rewards Program. Lorna Jane may use your IP address for the purposes noted above, and also to help diagnose problems with Lorna Jane's server, or to administer the Sites and Active Living Rewards Program. Lorna Jane may also use your IP address to identify you when Lorna Jane feels it is necessary to enforce compliance with this Privacy Policy or the Terms of Use, or to protect the Sites, Active Living Rewards Program, systems, information, employees, service providers, business partners, users, customers and others.

### **Third Party Analytics and Tracking**

Lorna Jane uses automated devices and applications provided by third parties in connection with services such as surveys, advertising, social media management and analyzing usage of our Sites, Apps and the Active Living Rewards Program. These third parties include Google Analytics (including Google Analytics' Demographics and Interest Report) Appoxee, Mindbody, Flurry Analytics and Iconosquare. We also may use other analytic means to evaluate the Active Living Rewards Program. We use these tools to help us improve the Active Living Rewards Program, our performance, and user experiences. These entities may use cookies, tracking pixels, agents and other visitor identification and tracking technologies which collect information to perform their services. We do not share personal information that we collect directly with these third parties. However, these third parties may collect personal information directly through the use of cookies and other tracking technologies. For an explanation of the information collected by these third parties and their respective privacy policies and procedures for opting out of particular uses of your data, please go to the APPOXEE PRIVACY POLICY, FLURRY ANALYTICS PRIVACY POLICY, MINDBODY PRIVACY POLICY, ICONOSQUARE PRIVACY POLICY, and the GOOGLE ANALYTICS PRIVACY POLICY. Those wishing to opt out of Google Analytics data collection should use the GOOGLE ANALYTICS OPT-OUT BROWSER ADD-ON.

Please note that these third parties may use cookies — text files that are stored on your computer and that enable an analysis of your use of the Sites. You can prevent the collection of data concerning your use of the Sites (including your IP address), which are generated by the cookie, and the processing of that data by Google by downloading and installing the browser plug-in that is available under the following link: [DOWNLOAD AND INSTALL THE BROWSER PLUG-IN](#).

Lorna Jane collects transactional information and browse behavior on our website. Lorna Jane may use such information to offer you recommendations for products and services that are relevant to your interests. Lorna Jane uses the services of trusted third parties to offer you meaningful recommendations during the online experience. Lorna Jane shares IP address, unique ID number, and shop and browse behavior with the third party service provider on an aggregate basis but does not share personal information for these purposes.

Lorna Jane also works with trusted third parties that use tracking technologies to serve advertisements on our behalf across the Internet. These companies may use cookies and tracking pixels to collect non-personally identifiable information such as items viewed, items added to your shopping cart and items purchased during your visits to our Sites in order to help show advertisements on other websites likely to be of interest to you. If you would like more information about this practice or to opt-out of this use of your anonymous information, please visit <http://global.rakuten.com/>

### What happens if we can't collect **your personal information**?

If you do not provide us with the personal information described above, some or all of the following may happen:

- you may not be able to join the Active Living Rewards Program or, if you do, you may not receive any or all of the benefits of the Program;
- we may not be able to provide the requested products or services to you, either to the same standard or at all;
- we may not be able to provide you with information about products and services that you may want, including information about discounts, sales or special promotions; and
- we may be unable to tailor the content of our Sites to your preferences and your experience of our Sites may not be as enjoyable or useful.

### **For what purposes do we collect, hold, use and disclose your personal information?**

We collect, hold, use and disclose your personal information for the purposes of the Active Living Rewards Program, including, but not limited to:

- so that we can let you know about the Active Living Rewards Program and how to join, apply to join, or activate your Membership;
- provided you do not withdraw your consent, to send you a reminder to join the Program or activate your Membership;
- to enroll you as a Member in the Program;
- once you become a Member, to provide you with the Program as described in the Terms and Conditions at [www.lornajane.com](http://www.lornajane.com)
- to operate and administer the Program, your Membership of the Program and your account;
- to make the Program available to you and to provide you with the benefits of the Program;
- to allow you to check your Program account and the benefits we have provided you under the Program;
- to update your Program account and keep your contact details up to date (including your consents to direct marketing and your marketing preferences);
- to verify your identity and information;
- provided you do not withdraw your consent, to let you know about any special offers by Lorna Jane or the Program Partners from time to time, or any other benefits available under the Program;
- to perform research and statistical analysis, including for customer satisfaction and product and service improvement purposes;
- to help us review existing or new products, services or offers, and to help us selectively target promotional offers and opportunities;
- to contact you and to respond to any communications that you may have had with us;
- to troubleshoot problems with the Sites, Apps and Program;
- to customize your experience or homepage on the Sites or Apps;
- to establish and conduct commercial relationships, including to process purchases or other transactions and to conduct or administer other transactions that you may engage in with Lorna Jane including at the Stores, on or through the Sites or through the Apps or the Program; and
- general planning and administration purposes.

We also collect, hold, use and disclose your personal information for the following purposes:

- to perform our business activities and functions and to provide best possible quality of customer service;
- to provide you with access to protected areas of our Sites;
- to assess the performance of our Sites and Apps and to improve the operation of our Sites and Apps;
- to conduct business processing functions including providing personal information to our affiliates, contractors, service providers or other third parties;
- for the administrative, marketing (including direct marketing), planning, product or service development, quality control and research purposes of Lorna Jane;
- to provide your updated personal information to our affiliates, contractors or service providers;

- to update our records and keep your contact details up to date (including your consents to direct marketing and your marketing preferences);
- to process and respond to any complaint made by you;
- to detect and protect Lorna Jane and other third parties against error, negligence, breach of contract, fraud, theft and other illegal activity, and to audit compliance with Lorna Jane's policies and contractual obligations;
- to engage in business transactions, including the purchase, sale, lease, merger, amalgamation or any other type of acquisition, disposal, securitization or financing involving Lorna Jane's business or operations;
- to enforce the Terms and Conditions or comply with this Privacy Policy;
- to access, preserve, disclose and use your personal information contained in your account, all communications to and from you, and/or all information relating to your use of the Sites and Apps, if Lorna Jane is required to do so by law or legal process or if Lorna Jane determines, in its sole discretion, that such action is necessary to protect the rights of Lorna Jane, third parties, and other users of the Sites and Apps or for purposes of responding to your request for customer service; and
- to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country.

We may also collect, hold, use and disclose personal information for other purposes explained at the time of collection (for which you have provided consent).

Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.

Personal information collected by Lorna Jane may be transferred to, stored and processed in Australia, Canada, countries in the European Union, Israel, Singapore, the United Kingdom and the United States of America. While in another jurisdiction for processing, the information may be accessed by the courts, law enforcement, and national security authorities of that jurisdiction. To the extent permitted by law, Lorna Jane will not be responsible under the laws of your country of residence for the conduct of any parties to whom Lorna Jane discloses your personal information outside that country, and you may not be able to seek redress under those laws.

### **Your California privacy rights**

Under California Civil Code sections 1798.83-1798.84, California residents who provide personal information in obtaining products or services for personal, family or household use are entitled to request and obtain from us, once a calendar year, information about the personal categories of personal customer information that we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. If applicable, this information would include the categories of information shared and a list of the third parties and affiliates with which it was shared, along with their names and addresses, for the immediately prior calendar year (e.g. requests made in 2017 will receive information regarding 2016 sharing activities). If you are a California resident and would like a copy of this notice, please submit a written request to the following address: 1671 20th Street, Santa Monica, California 90404 or via email to [customerservice@lornajane.com](mailto:customerservice@lornajane.com). Please allow thirty (30) days for a response.

### **To whom may we disclose your information?**

We may disclose your personal information to our employees, affiliates, Program Partners, contractors or service providers whom Lorna Jane hires to provide services on Lorna Jane's behalf for the purposes outlined above, including without limitation to:

- web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, answering customer questions, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants; and
- any party in connection with any business transaction of Lorna Jane or its business operations, including the purchase, sale, lease, merger, amalgamation or any other type of acquisition, disposal, securitization or financing.

These affiliates, Program Partners, contractors or service providers may be located overseas. Lorna Jane will only provide those third parties with the personal information that they need to deliver the services to Lorna Jane and/or on Lorna Jane's behalf. Lorna Jane will not disclose your

personal information to third parties for their direct marketing purposes without obtaining prior affirmative consent. In the event that Lorna Jane is involved in a business transaction, including the purchase, sale, lease, merger, amalgamation or any other type of acquisition, disposal, securitization or financing involving Lorna Jane's business or operations, you consent to your personal information and any other information Lorna Jane may have collected being transferred to another party in connection with such transaction. You also consent to Lorna Jane disclosing your personal information to legal, financial, insurance, or other advisors in connection with such business transaction or management of all or part of Lorna Jane's business or operations; as consented to by you from time to time, including to fulfill any other purposes that are identified when the personal information is collected; or as otherwise permitted or required by law.

We may also disclose your personal information to any organization for any authorized purpose with your express consent.

You consent to the third parties to whom we disclose your personal information as described above using and disclosing that information as we may in accordance with this Privacy Policy.

### **Direct marketing materials and opt-out preferences**

We may send you direct marketing communications and information about the Active Living Rewards Program or our products and services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS, fax, email and push notification through an App, in accordance with applicable marketing laws. You consent to us sending you those direct marketing communications by any of those methods. If you indicate a preference for a method of communication, we will endeavor to use that method whenever practical to do so.

In addition, at any time you may opt-out of receiving marketing communications from us as follows:

- **to opt-out of receiving marketing communications from the Active Living Rewards Program:** contact the Customer Service team at [customerservice@lornajane.com](mailto:customerservice@lornajane.com), or call 61(07) 3252 5552.
- use the opt-out facilities provided in the marketing communication or change your preferences at [www.lornajane.com](http://www.lornajane.com), and we will then ensure that your name is removed from the applicable Active Living Rewards Program mailing lists;
- **to opt-out of receiving marketing communications from other Lorna Jane businesses:** contact us at [customerservice@lornajane.com](mailto:customerservice@lornajane.com)
- via the contact details below or use the opt-out facilities provided in the marketing communication, and we will then ensure that your name is removed from the applicable Lorna Jane mailing lists; or
- **to opt-out of receiving marketing communications through an App:** simply delete the App from your device.

We do not provide your personal information to other organizations (except our contractors or service providers for the purpose of conducting our direct marketing) for the purposes of direct marketing by those other organizations.

### **Retention of your personal information**

The personal information that you provide in accordance with the Active Living Rewards Policy will be retained by Lorna Jane in accordance with applicable laws. Lorna Jane holds personal information electronically and in hard copy form, both at Lorna Jane premises and with the assistance of service providers. However, Lorna Jane will take reasonable steps to destroy or permanently de-identify personal information it holds if it is no longer needed for Lorna Jane business purposes.

### **Children's Privacy Policy**

The Sites and the Apps are intended for a general audience and we do not knowingly collect any personal information from minors younger than the age of eighteen (18). We will delete any personal information collected that we later determine to be from a user younger than the age of eighteen (18). If you are a parent or guardian of a minor under the age of eighteen (18) and believe he or she has disclosed personal information to us, please contact us at [CUSTOMERSERVICE@LORNAJANE.COM](mailto:CUSTOMERSERVICE@LORNAJANE.COM).

We may amend the Children's Privacy Policy at any time. We will apply material changes in the Children's Privacy Policy in conformance with applicable law.

### **How can you access and correct your personal information?**

You may request access to any personal information we hold about you at any time by contacting us (see the details below) and you may access and amend certain of your personal details at ["My Profile" at [www.lornajane.com](http://www.lornajane.com)].

Where we hold information that you are entitled to access, upon your written request and subject to certain exceptions provided by law, we will provide you with suitable means of accessing it (for example, by mailing or emailing it to you). To the extent not prohibited by law, we may charge you a fee to cover our administrative and other reasonable costs in providing the information to you. We will not charge for simply making the request and will not charge for making any corrections to your personal information.

There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.

If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the personal information stating that you disagree with it.

### **What is the process for complaining about a breach of privacy?**

If you believe that your privacy has been breached, please contact our Privacy Officer using the contact information below and provide details of the incident so that we can investigate it.

We request that complaints about breaches of privacy be made in writing, so we can be sure about the details of the complaint. Our Privacy Officer deals with privacy complaints and any complaints should be directed to our Privacy Officer using the contact details below. We will attempt to confirm as appropriate and necessary with you your understanding of the conduct relevant to the complaint and what you expect as an outcome. We will inform you whether we will conduct an investigation, the name, title, and contact details of the investigating officer and the estimated completion date for the investigation process.

After we have completed our enquiries, we will contact you, usually in writing, to advise the outcome and invite a response to our conclusions about the complaint. If we receive a response from you, we will assess it and advise if we have changed our view.

### **Do we disclose your personal information to anyone outside of the United States?**

We may disclose personal information to our affiliates and third party suppliers and service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.

We may disclose your personal information to entities located outside of the United States, including the following:

- our affiliates, located in the Australia, Asia, Europe and the Middle East.
- our data hosting and other IT service providers, located in Australia; and
- other third parties located in Australia, Asia, Europe and the Middle East.

### **Links**

The Sites may contain links to other websites operated by third parties that are not controlled or operated by Lorna Jane. This Privacy Policy does not apply to such third party websites, and Lorna Jane is not responsible for the content of such third party websites or the privacy practices of such third parties. Therefore Lorna Jane encourages you to request and review the privacy policies of any third parties before disclosing your personal information to such parties or when visiting such third party websites.

### **Contacting us**

If you have any questions about this Privacy Policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please use the contact link on our Program website or contact our Privacy Officer using the details set out below.

Please contact our Privacy Officer at:

	<b>United States</b>
<b>Via post:</b>	Lorna Jane USA, Inc. 1674 20th Street Santa Monica, CA 90404
<b>Via telephone:</b>	(310) 828-0022
<b>Via email:</b>	<a href="mailto:customerservice@lornajane.com">customerservice@lornajane.com</a>

Please include your name, address and email address when you contact us.

### **Lorna Jane group privacy policies**

This Privacy Policy applies to Lorna Jane in relation to the Active Living Rewards Program. Lorna Jane also collects, holds, uses and discloses your personal information in relation to other Lorna Jane businesses. For details about the privacy practices of Lorna Jane in respect of its other businesses, including under the General Privacy Policy, see <http://www.lornajane.com>.

### **Changes to our Privacy Policy**

Lorna Jane reserves the right, in Lorna Jane's discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. However, Lorna Jane will treat your continued use of the Sites, Apps and Active Living Rewards Program following such revision as your acceptance of the revised terms. All updated versions of this Privacy Policy will be posted to the Sites and the Apps, and will apply with immediate effect to any personal information collected on or after the date posted. Lorna Jane will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your personal information for purposes other than those to which consent has been obtained unless otherwise required or permitted by law.

This Privacy Policy was last updated in 2018.

# ACTIVE LIVING REWARDS TERMS & CONDITIONS

Effective: June 1, 2018

## 1. Introduction

1. These Terms and Conditions form the basis of the Active Living Rewards Program. Members may only participate in the Active Living Rewards Program in accordance with these Terms and Conditions. It is the Member's responsibility to read and understand them.
2. These Terms and Conditions are effective as of the date specified above and may be amended by Lorna Jane from time to time. The version of these Terms and Conditions published on the Lorna Jane Website from time to time is the current version and will bind all Members and Lorna Jane.
3. Every Member and Lorna Jane are bound by these Terms and Conditions. By requesting to join the Active Living Rewards Program, being or continuing as a Member, using his/her Membership, earning any Points, redeeming any Points or obtaining any other benefit from the Active Living Rewards Program, the Member agrees to be bound by and accepts these Terms and Conditions.
4. The Program and any of these Terms and Conditions is void where prohibited or restricted by law.

## 2. Membership

1. An individual may apply to be a Member if they are aged eighteen (18) years or over and provide a current email address and or contact phone number.
2. Membership of the Program is open to individuals only.
3. No purchase or joining fee is necessary to join the Program
4. Lorna Jane has the right to accept or reject any application for Membership.
5. Successful applicants will be assigned a Membership number and asked to create a unique password. A Member may change his/her password using the Lorna Jane Website. The Member's name, email address, phone number, birth date, address and recent Points transactions may be used for security purposes to identify a Member or confirm a Points transaction on behalf of a Member.
6. Each Member must promptly notify Lorna Jane of any change of name, address or other personal details, via phone or email. Lorna Jane will not be liable for any failure of a Member to notify Lorna Jane of any change of a Member's personal details.
7. Points may only be earned, redeemed or transferred in accordance with these Terms and Conditions.
8. Points are eligible for redemption at any time by the member, via Lorna Jane retail stores or the Lorna Jane website of the country where the Program is active.
9. No Membership card will be issued to Members for the Program. The Membership number issued by Lorna Jane to each Member or the Member's registered email address shall be used by each Member to confirm the Member's Membership of the Program and to allow earning and redeeming of Points.

## 3. Changes to the Program

1. Lorna Jane may, in its absolute discretion, make any changes to the Program and/or these Terms and Conditions at any time, including, without limitation:
  - a. the Points a Member can earn on Eligible Transactions;
  - b. the range of Rewards and the number of Points required to be redeemed for Rewards;
  - c. the way in which Points are redeemed, and the redemption value for each Membership level; and
  - d. the terms on which Points will expire including the period during which Activity is required before existing Points or Points issued in the future will expire.

2. Lorna Jane will give Members notice of any change to the Terms and Conditions by providing notice on the Lorna Jane Website. Accordingly it is the Member's obligation to regularly check the Lorna Jane Website for updates.
  3. Lorna Jane will use reasonable efforts to advise Members of any material change to these Terms and Conditions thirty (30) days in advance of the relevant change.
4. Termination of Membership and Points
1. A Member must not:
    - a. act in any way that breaches these Terms and Conditions;
    - b. abuse or misuse the Program, Points, any benefit provided by Lorna Jane or Program Partners or any benefit received under the Program;
    - c. be abusive or offensive to any staff of Lorna Jane (or its service providers) or a Program Partner;
    - d. engage in any illegal or fraudulent activities associated with Membership, the Program or Lorna Jane;
    - e. supply or attempt to supply any false or misleading information, or make any misrepresentation, to Lorna Jane; or
    - f. sell, assign, transfer or acquire or offer to sell, assign, transfer or acquire Points other than in accordance with these Terms and Conditions.
  2. Lorna Jane reserves the right to do any one or more of the following in the event a Member breaches these Terms and Conditions:
    - a. immediately terminate or suspend the Member's Membership. Termination of a Member's Membership will also result in all Points accumulated by a Member being cancelled and unable to be redeemed;
    - b. reverse, suspend or cancel Points awarded to a Member or part thereof;
    - c. refuse to automatically redeem points or honor any request for Points to be redeemed; and
    - d. reverse or cancel any Reward issued as a result of a redemption of Points.
  3. Lorna Jane will notify a Member if it intends to take any of the actions in this clause and the reason for that action.
  4. Members may at any time cancel their Membership by writing to Lorna Jane at [customerservice@lornajane.com](mailto:customerservice@lornajane.com). Upon receipt of such request Lorna Jane will cancel the relevant Membership and all accumulated Points in the Member's account.
5. Earning Points at Lorna Jane
1. Subject to clauses 5.2 and 5.3, a Member may earn Points on each Eligible Transaction with Lorna Jane (and may earn bonus (that is, extra) Points as a result of promotional or incentive offers by Lorna Jane from time to time) as described in Appendix A and on the Lorna Jane Website.
  2. Points (including bonus Points) are only earned in accordance with the rates, terms and conditions described on the Lorna Jane Website and are subject to change.
  3. It is the Member's responsibility to ensure that Lorna Jane has the Member's Membership number and sufficient other information to ensure that Lorna Jane can award Points to the Member.
  4. If clause 5.3 is not complied with, Lorna Jane is not obliged to allocate Points in relation to that Eligible Transaction, but may do so at its discretion.
6. Earning Points at Program Partners
1. Lorna Jane may from time to time enter into agreements with Program Partners allowing Program Partners to award Points to Members.
  2. Subject to clauses 6.3 and 6.4, a Member may earn Points on each Eligible Transaction with a Program Partner. Points are earned in accordance with the rates, terms and conditions determined by Program Partners and are subject to change. Members should check the applicable rates, terms and conditions with the relevant Program Partner before purchasing the relevant products or services or undertaking the activity for which Points may be earned.

3. It is the Member's responsibility to ensure that the Program Partner has the Member's Membership number and sufficient other information to ensure that the Program Partner can award Points to the Member.
  4. The Program Partner determines the number of Points to be awarded to the Member and is required to notify Lorna Jane of the Points to be awarded. Lorna Jane is not liable for a Member not being awarded Points as a result of a Program Partner failing to so notify Lorna Jane or for errors by the Program Partner in providing that notice.
7. Other terms applicable to earning Points
1. Points can only be earned by individual Members for their own personal, family or household use. Points cannot be earned on commercial or business purchases.
  2. Lorna Jane shall seek to ensure that Points are allocated in relation to each Eligible Transaction and are added to the Member's Membership account within forty-five (45) days after the date of an Eligible Transaction.
  3. Points and a Member's rights under these Terms and Conditions cannot be sold, transferred or assigned except in accordance with these Terms and Conditions. Points are not property and have no cash or monetary value.
  4. Lorna Jane reserves the right to deduct from a Member's Membership account any Points that relate to an Eligible Transaction which has been cancelled, reversed or refunded or that have been credited in error.
8. Redeeming Points
1. Points can only be redeemed as described in Appendix A of these Terms and Conditions and on the Lorna Jane Website.
  2. Points may be redeemed by Members for a cash value to be deducted from a Lorna Jane retail store or online store purchase in the denominations and on the terms described in Appendix A and on the Lorna Jane Website.
  3. Lorna Jane will deduct the number of Points from the Member's Membership account corresponding to the value of the points redeemed as described on the Lorna Jane Website.
9. Other Benefits
1. The current features and benefits of the Program are described on the Lorna Jane Website.
  2. Lorna Jane may notify Members of any benefits or Rewards, or other special promotions, by mail, email, SMS, push notifications or in participating Lorna Jane stores. Lorna Jane may offer different benefits, Rewards and special promotions to different Members. Any such offer is personal to the Member who receives it and cannot be transferred, unless otherwise stated by Lorna Jane.
10. Membership levels
1. Program Membership is tiered according to the Status Credits a Member earns in each Membership Year. The entry level is Black. Full details of tiers (including how to earn Status Credits and how to qualify for and maintain a higher tier level) are available in Appendix A of these Terms and Conditions and on the Lorna Jane Website.
  2. Lorna Jane may offer additional Membership levels at its discretion[ and may not publish details for that Membership level]. Lorna Jane may offer different features, benefits, Rewards and special promotions to different Membership levels.
  3. Unless stated otherwise on the Lorna Jane Website, spend on Eligible Transactions with Program Partners is not included in determining Membership tiers.
  4. For tiering purposes, the date that Status Credits are earned is the date the Status Credits are credited to the Member's Membership account, not the purchase or activity date.

5. Membership levels are valid for a minimum of one year.

#### 11. Points Balance

1. A Member may check the Points balance using the Lorna Jane Website.
2. It is the Member's responsibility to notify Lorna Jane if the Member's Points balance is not correct for any reason. Lorna Jane will investigate any Points balance or transaction for any error or inaccuracy in any transaction up to three (3) months after the date of the relevant transaction.

#### 12. Expiry of Points

1. If there is no Activity on a Member's Membership account for a period of six (6) consecutive months then the total Points balance in the Member's account will expire and be forfeited (and the Member's account may be closed), except as prohibited by law. For the purpose of Points expiry, the activity date is the date that Points are credited to or redeemed from a Membership account, not the date of the Eligible Transaction or redemption (as the case may be).
2. Once Points have expired or been cancelled they cannot be reinstated.

#### 13. Transfers of Membership and Points

1. Membership, a Membership account and a Member's rights under these Terms and Conditions are not transferable.
2. Points are not transferable under any circumstances.

#### 14. Personal information

1. By requesting to join the Program, being or continuing as a Member, using his/her Membership, earning any Points, redeeming any Points or obtaining any other benefit from the Program, the Member provides the consents and authorizations described in this clause 14.
2. Each Member consents and authorizes Lorna Jane and its service providers to:
  - a. collect the information in the Member's application for Membership and other information that Lorna Jane or its Program Partners or service providers collect in relation to the Member, including any information that Lorna Jane considers will assist Lorna Jane to provide services or benefits to the Member; and
  - b. use, analyze and disclose that information for the following purposes:
    - i. to operate, conduct and administer the Program (including providing that information to any Program Partner for the purposes of the Program);
    - ii. to provide goods, services or benefits to the Member;
    - iii. to facilitate any third party providing goods and services to the Member, Lorna Jane and any Program Partner, in connection with the Program;
    - iv. to conduct research, surveys, marketing, product development and planning;
    - v. to provide direct marketing to the Member; and
    - vi. otherwise as described in the Active Living Rewards Privacy Policy & Collection Notice (as may be amended from time to time) available at the Lorna Jane Website.
3. It is a condition of Membership that a Member provides this consent (but Members can adjust their marketing preferences at the Lorna Jane Website).
4. The Member acknowledges and agrees with the Active Living Rewards Privacy Policy & Collection Notice (as may be amended from time to time) that is available at the Lorna Jane Website and consents to Lorna Jane collecting, using and disclosing the Member's Personal Information in accordance with that Privacy Policy & Collection Notice.

5. The Member agrees and acknowledges that, subject to any opt-out or communication preferences that have been notified by a Member to Lorna Jane through one or more of the channels set out in these Terms and Conditions, Lorna Jane may communicate with Members at its discretion by any form of direct communication for which Lorna Jane has recorded details for the Member, including by mail, email, SMS or push notification.
6. This clause survives the termination of these Terms and Conditions and the termination or suspension of the Active Living Rewards Program.

#### 15. Liability

1. Lorna Jane acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. Nothing in these Terms and Conditions is intended to exclude or restrict those laws or Member rights under applicable laws.
2. Subject only to clause 15.1, Lorna Jane and its respective officers, employees, agents, contractors and representatives exclude all liability for any Loss or claim of any kind (including, without limitation, any consequential or economic loss or loss of profit) arising under or in connection with these Terms and Conditions or the Program or a Member's participation in the Program, and any liability not so excluded will in all cases be limited to:
  - a. the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods;
  - b. reinstating the number of Points in dispute; or
  - c. where the dispute relates to a Reward, the number of Points required to be redeemed for the Reward.

#### 16. Tax Implications

1. The Member is solely responsible for (and Lorna Jane is not liable for) any tax, duty or other charge imposed by law in any country in respect of the Program, the Member's participation in the Program, any Points earned, or any other transaction with regard to the Program.
2. Members should seek the advice of an accountant or tax adviser in relation to any tax consequences as a result of participating in the Program.

#### 17. Termination or suspension of the Program

1. Lorna Jane may terminate or suspend the Program at any time. Lorna Jane will, to the extent reasonably practical, give three (3) months' notice to Members of any such termination or suspension.
2. If Lorna Jane terminates or suspends the Program, Lorna Jane will use all reasonable endeavors to ensure that Points can be redeemed during the notice period in accordance with these Terms and Conditions, except if there is any legal reason preventing Lorna Jane from operating the Program and/or Lorna Jane has gone into liquidation or other form of administration, in which case Lorna Jane may cancel any Member's Points balance immediately.

#### 18. General

1. Any provision of these Terms and Conditions which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.
2. These Terms and Conditions contain the entire terms and conditions with respect to the Program. They set out all of the terms and conditions relied on by the parties and supersede all earlier terms and conditions with respect to the Program.
3. Any failure or delay by Lorna Jane in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights. Any waiver by Lorna Jane must be in writing and signed by an authorized officer of Lorna Jane.
4. Where Lorna Jane publishes a notice under these Terms and Conditions on the Lorna Jane Website, the notice is deemed to have been given to a Member on the

date the notice is provided on the Lorna Jane Website. Where Lorna Jane issues a notice under these Terms and Conditions by direct communication to a Member, the Member agrees that the notice:

- a. is deemed to have been given to the Member if it is sent to the last known address (for that mode of communication) Lorna Jane has for the Member in connection with the Program; and
  - b. is deemed to have been given to the Member on the date of actual receipt of the notice by the Member or on the date two (2) Business Days after the date of sending, whichever occurs first.
5. These Terms and Conditions are governed by the laws of New York without giving effect to principles of conflict of laws of any jurisdiction.
  6. Unless otherwise stated, any amounts detailed in these Terms and Conditions are exclusive of tax to the extent that they are subject to tax.
  7. For further details on the Program and earning or redeeming Points visit the Lorna Jane Website.

## 19. Definitions

In these Terms and Conditions (unless the context requires otherwise):

1. **Active Living Rewards Program** means the Active Living Rewards program provided by Lorna Jane pursuant to these Terms and Conditions.
2. **Activity on a Member's Membership account** means either earning Points or redeeming Points (excluding any transfer of Points from or to another Membership account for any reason).
3. **Business Day** means each day that is not a Saturday, Sunday or public holiday in the US state where the Member is resident, according to the last known address for that Member provided to Lorna Jane.
4. **Eligible Transaction** means:
  - a. in the case of Lorna Jane, a purchase transaction with Lorna Jane in any US based Lorna Jane owned retail store or from [www.lornajane.com](http://www.lornajane.com), excluding:
    - i. any purchase of Lorna Jane gift cards;
    - ii. any layaway purchase; and
    - iii. commercial or business purchases; or
    - iv. warehouse sale purchases; and
  - b. in the case of a Program Partner, a transaction with the Program Partner for goods and/or services on which the Program Partner awards Points.
5. **Lorna Jane** means Lorna Jane Pty Ltd (ABN 91 065 384 616), Lorna Jane Rewards Pty Ltd (ABN 74 166 344 501), Lorna Jane USA Inc and their subsidiaries / affiliates from time to time.
6. **Lorna Jane Website** means the website at the web address [www.lornajane.com](http://www.lornajane.com).
7. **Loss** means all liabilities, losses, damages and costs and expenses suffered or incurred in connection with any action, claim, demand, suit, judgment or proceedings of any nature or kind whatsoever.
8. **Member** means a natural person who has been enrolled by Lorna Jane as a member in the Program.
9. **Membership** means membership of the Program.
10. **Membership Year** means the twelve (12) month period commencing on the date the Membership was created (or the applicable anniversary of that date) and ending at the end of the month that is twelve (12) months later. For example: for a Membership account that was opened on April 23, 2018, the applicable Membership Year is the period from April 23, 2018 to April 30, 2019 inclusive.
11. **Participants** means Lorna Jane and each Program Partner that is entitled to award Points to Members under the Program.
12. **Personal Information** means information or opinion about an individual whose identity is apparent or can be reasonably ascertained from the information or opinion as further defined under applicable privacy laws, including, but not limited to, your name, address, telephone number, email address, Active Living Rewards membership number, age, date of birth, gender and other personal information

collected through the Active Living Rewards Program, as that meaning may be amended from time to time.

13. **Points** means points in the Program issued pursuant to these Terms and Conditions.
14. **Program** means the Active Living Rewards Program.
15. **Program Partner** means a party, other than Lorna Jane, being a business, company, partnership or sole trader that has entered into an agreement with Lorna Jane allowing that party to award Points to Members under the Program, subject to the Program Partner's additional terms and conditions.
16. **Reward** means a reward made available to a Member, pursuant to these Terms and Conditions, upon the redemption of Points by that Member.
17. **Status Credits** are credits which are awarded to Members in accordance with the rules described on the Lorna Jane Website and which entitle Members to attain a higher Program Membership level or retain an existing Membership level.
18. **Terms and Conditions** means these terms and conditions for the Program between Lorna Jane and each Member.

## 20. Interpretation

1. The following rules apply unless the context requires otherwise:
  - a. The singular includes the plural and conversely, and a gender includes all genders.
  - b. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
  - c. A reference to an agreement or document is to the agreement or document as amended, varied, supplemented, novated or replaced from time to time, except to the extent prohibited by these Terms and Conditions.
  - d. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

## Appendix A

### Active Living Rewards Program Information

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#### Membership Tiers

Tier	Points earn rate	Qualification
Black	5 points per \$1USD spent	All customers are defaulted to the Black tier upon joining
Silver	7.5 points per \$1USD spent	Earn 500 status credits to proceed from Black to Silver tier
Gold	10 points per \$1USD spent	Earn 100 status credits to proceed from Silver to Gold tier
Platinum	10 points per \$1USD spent	Invite only

#### Status Credits

Status credits are earned at one (1) status credit per \$1USD spent for all tiers.

#### Points redemption

Points are redeemed against Lorna Jane transactions (instore and at [www.lornajane.com](http://www.lornajane.com)) at a rate of one (1) point = USD\$0.005. All members redeem at the same rate, regardless of tier.