

## TERMS AND CONDITIONS

These Terms & Conditions and any and all documents referred to in them (the “**Terms**”) stipulate the Oriflame rules, principles and rights & obligations for Brand Partners and constitute, when you accept them, a binding agreement between Oriflame Lanka (Private) Limited registered in No. 39/2, D. S. Senanayake Mawatha, Colombo 8, registration number PV 13000 (“**Oriflame**”, “**us**”, “**we**”, “**our**”) and you (“**you**”, the “**Oriflame Brand Partner**”, the “**Brand Partner**”, previously known as ‘Consultant’). We therefore advise you to print or save and retain a copy of these Terms. For the avoidance of doubt, all references to the term “Consultant” in the Terms or on our website [www.oriflame.lk](http://www.oriflame.lk), shall be construed as “Brand Partner”.

We reserve the right to revise, rescind, modify or amend these Terms at any time. Any revision, rescission, modification or amendment to these Terms will become effective from the moment of its publication on our website [www.oriflame.lk](http://www.oriflame.lk) or when the same is notified to you on your registered email ID or on your registered mobile number, whichever is earlier. You are responsible for keeping yourself up to date with any such changes.

### 1. DEFINITIONS

The following definitions are used throughout these Terms:

- i. **BPAF/E-BPAF** shall mean the Brand Partner Application Form that is required to be signed for becoming a Brand Partner;
- ii. **Code of Ethics and Rules of Conduct**: the set of binding rules, constituting part of the Oriflame Success Plan, governing the behaviour of the Brand Partners towards Oriflame, towards Customers and towards other Oriflame Brand Partners;
- iii. **Customer**: any natural person, who purchases Oriflame Products through a registered Brand Partner, and who, while doing so is acting wholly or mainly outside his/her trade, business, craft or profession;
- iv. **Group**: shall refer to the entire downline, including 21% Brand Partners and their downline
- v. **Oriflame Catalogue, Catalogue**: a paper or electronic brochure issued periodically by Oriflame that includes Oriflame Product offers and their recommended retail prices;
- vi. **Catalogue Period**: the period indicated on the cover of each Catalogue during which the offers from a given Oriflame Catalogue are valid;
- vii. **Oriflame Group**: Oriflame, its ultimate holding company, and any entity that is controlled directly or indirectly by that ultimate holding company;
- viii. **Oriflame Products, Products**: cosmetics and the related accessories as well as certain dietary supplements offered for sale under the Oriflame Trademarks; the Catalogue describes the Products’ main characteristics;
- ix. **Oriflame Success Plan**: the document explaining the benefits of cooperating with Oriflame and the earning opportunity that we offer. You can download a copy of Oriflame Success Plan on our website [www.Oriflame.lk](http://www.Oriflame.lk);
- x. **Oriflame Brochure**: the document providing a quick and easy to understand presentation of the benefits of cooperating with Oriflame - the Oriflame Products and the earning opportunity we offer. Based on the Oriflame Success Plan, it is a shorter, easier to understand and present document. You can download a copy of Oriflame Brochure on our website [www.Oriflame.lk](http://www.Oriflame.lk)
- xi. **Oriflame Trademarks**: the name Oriflame, the Oriflame logo and the names of the products or the product ranges produced, marketed, sold or distributed by us;
- xii. **Prices**: the prices of the Oriflame Products set by Oriflame and displayed on the pricelists valid at the time of placing of the order;

- xiii. **Territory:** shall mean Sri Lanka;
- xiv. **Personal Data:** the details provided by you upon your registration as a Brand Partner with Oriflame as well as any additional information about you that you may provide us with from time to time.
- xv. **Personal Discount:** shall mean an amount you get on your own sales based on your title as per the Success Plan.

## 2. **REGISTRATION AND MEMBERSHIP**

- 2.1. You will be registered as an Oriflame Brand Partner after we have accepted your application and have granted you a Brand Partner number. The conditions of your acceptance as an Oriflame Brand Partner are stipulated in the Membership Rules section of the Rules of Conduct.
- 2.2. You will be required to provide your valid Identity and Address Proof at the time of registration.
- 2.3. If decided by you, the costs of a starter kit – a set of documents and manuals helping to start your cooperation with us - will be billed on your first purchase invoice.
- 2.4. Both you and Oriflame may at any time terminate your membership as stipulated further in the Terms.
- 2.5. Your membership will expire immediately after 12 months from the date of last BP order placed. Further, all new registration will be terminated if BP order is not placed within 60 days of joining. However, it is clarified that in such case prospectus can re-apply for registration with the Company
- 2.6. The membership is personal to you and cannot be assigned or transferred to any other person without our prior written consent.
- 2.7. If you are exceptionally registering a sponsored person on her and or his behalf, we would assume that you have obtained her/his authorisation in writing *and will present it to us or any third parties upon request*. You can obtain this authorisation by using the Information and Consent Sheet. Unauthorised registrations are not allowed. We will keep you fully liable for any claims, costs and sums incurred due to such registration. In addition, the person whom you have registered may have claims against you on the basis of the applicable privacy and civil laws. You may also be, in some cases subject to criminal proceedings.
- 2.8. Upon your registration:
  - You will be entitled to buy Oriflame Products in accordance with these Terms as well as use the other benefits set out in the Oriflame Success Plan;
  - You will be obliged to adhere strictly to the rules of these Terms including the rules of any documents referred to in them.
- 2.9. Your Oriflame ID Card and training manual will be sent to you on your email ID or shall be provided to you in your profile page with Oriflame.

## 3. **RIGHT OF WITHDRAWAL (COOLING OFF) AND EFFECTS OF THE MEMBERSHIP RESIGNATION**

- 3.1. You can at any time resign your membership without stating any reason by sending us a written notification of your resignation. As soon as we receive your notification, we will acknowledge the receipt of your resignation.
- 3.2. If you resign within 30 days from the date of your registration, we will refund you all fees and costs and will accept the return of all Products bought by you. For reasons of safety and hygiene we may refuse to accept cosmetic Products that have been unsealed.
- 3.3. If you resign at any later time and upon your request, we will repurchase all Products from you, subject to the following conditions:

- the returned products were bought within last 30 days, and will be refunded at 90% of the original net price paid after deduction of any payment we have made to you in relation to the purchase of these Products; and
- the returned Products must be marketable meaning that they have not been used, opened or tampered with in any way; they have not passed the expiry date and they are still featured in our Catalogues.

4.1 You agree to have read and understood and shall abide by the **Code of Ethics and Rules of Conduct**, **Oriflame Privacy Policy**, **Negation Policy**, **Claims Policy** and **Oriflame Success Plan** as provided on [www.Oriflame.lk](http://www.Oriflame.lk)

4.2 Brand Partners must adhere to the **Brand Partner Online Policy, Digital Guideline Handbook & Social Media Dialogue – 10 Golden Rules** as prescribed in Oriflame Success Plan.

## 5. BUYING PRODUCTS

### A. PLACING AN ORDER

5.1. You may place orders from the Catalogue by selecting the Products you wish to buy. Placing of the order is considered to be an offer made by you to us to buy the selected Products.

5.2. An order is considered to be placed when the following steps have been completed:

- if ordering by telephone, you have told our Customer Experience employee which Products you wish to purchase who has selected them for you; or
- if ordering online, you have selected the Products you wish to purchase by using the option “add to shopping cart”; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart;
- you have provided the Personal Data necessary to allow delivery and have accepted that we can use this data for the purposes set out in our privacy policy; and
- you have selected your preferred method of delivery and payment.

5.3. Once your online order is placed, it cannot be changed via the website; you will need to contact Customer Experience at [CS.Colombo@oriflame.com](mailto:CS.Colombo@oriflame.com) or on +9411 5 888 000

5.4. When we have accepted your order, an order confirmation will be sent to you by e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for rejection. We will refund you in your account with Oriflame in full any payment you have already made

5.5. In addition to the order confirmation you will receive a delivery note with your Products. The delivery note provides summary of the Products shipped to you and all other necessary information.

5.6. If you order online, please note the following:

5.6.1. the concluded contract will be not filed or accessible: the parts of the contract will be

your order and the Terms on the site (which may be saved or printed) or as may be communicated by us using other means of communication;

- 5.6.2. the contract may only be concluded in English and not in any other languages;
- 5.6.3. Oriflame subscribes to the Codes of Conduct set out in clause 01 of the Terms.
- 5.7. Orders completed and paid for cannot be cancelled by you, except as described in clause
- 5.8. Orders can be placed at any time during the day save for certain limited unavailability at Catalogue Period closing when we update the Catalogue.
- 5.9.1 Not all Products will be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalized so that you can change or abandon the order.
- 5.9.2 The Catalogue may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Oriflame will not be responsible for such unavailability and will reject any claims thereof by Customers or by other visitors.
- 5.10 We may exceptionally allow you to place orders for others by using a specific online tool. This will only be possible for your downline Brand Partners, as explained in the Oriflame Success Plan, and only based on their explicit authorisation. If you use this tool you will be solely responsible for any claims based on unauthorised ordering and generally any privacy violations as well as for any costs and expenses that Oriflame or the person you have placed the order for may incur in relation to this order.
- 5.11 For details on how to place order, make payment, delivery and related information please contact Customer Experience at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or on +9411 5 888 000

## B. PRICES AND PAYMENT

- 5.12 Except where noted otherwise, the Prices of the Products displayed in the Catalogue represent the full retail price for the Products at the moment the order is placed. All Prices are shown in local currency and are inclusive of all applicable taxes.
- 5.13 We reserve the right to change the Prices at any time and in our sole discretion, but any change to the Prices of Products you select before placing your order will not form part of the contract between us unless you and we expressly agree that it will.
- 5.14 The Prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method chosen by you.
- 5.15 The Prices may be discounted by us from time to time. Further discount may be provided to you in accordance with the Oriflame Success Plan. These may not always be indicated on your purchase invoices. You can always address any inquiries about Price calculations to Customer Experience at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or on +9411 5 888 000
- 5.16 Payments can be made by credit card, by bank transfer or by other means specified in these Terms. Most of major payment cards are accepted. Normally your credit card is not charged until after your order is ready to be shipped. Should your credit card be exceptionally charged before your order has been shipped you will still be entitled to the refund in your account with Oriflame under clauses 3.2, 3.3 and 5.3.
- 5.17 For the purposes of payment collection, we cooperate with **SERVICE PROVIDERS**. You may expect to receive invoices and communication about the payment from this external

service provider. As a rule, all invoices must be paid according to the instructions noted in Oriflame credit policy. Late payments interest and a reasonable cost of recovering the debts may be charged as per the instructions therein.

5.18 For further information about payment methods including any possible credit terms please contact Customer Experience at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or on +9411 5 888 000.

5.19 For the safety of online payments made with a card, all payment information is encrypted. As Oriflame works with authorized payment service providers, credit card information is handled properly and in accordance with the international payment [card industry data security standards](#).

## C. DELIVERY AND TRANSFER OF RISK

5.20 The ordered Products can only be delivered in the Territory.

5.21 The place of delivery of the Products will be as chosen by you in your order.

5.22 We will process and deliver your order as quickly as possible but no later than 30 days after the order has been confirmed by us. We shall not be liable for delays in delivery caused by circumstances beyond our control.

5.23 The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.

5.24 Oriflame will not be responsible for non-delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data.

5.25 We reserve the right to unilaterally cancel an order placed by you at any time if we reasonably suspect that you are in breach of any of the Terms.

## D. CONFORMITY OF OUR PRODUCTS

5.26 We warrant that the Oriflame Products are manufactured in accordance with the Guidelines for Good Manufacturing Practices for cosmetic products EN ISO 22716:2007 and the Oriflame Code of Practice.

## 6. RIGHT TO CANCEL ORDERS

**6.1.** We strictly adhere to the Product return rules applicable in the Territory (see clause 6.3 for further information).

**6.2.** Without prejudice to your right to cancel and order and return a Product, upon receipt of the delivery you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Experience immediately by submitting a claim and describing the damage/defect under the Claim Policy available on our website [www.Oriflame.lk](http://www.Oriflame.lk) after you login. You can also send the claim by e-mail at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com).

### **6.3. Rights of return and refund**

6.3.1. You may cancel an order for Product(s) without giving any reason during the period set out below in clause 6.3.2. This means that during the relevant period and subject to the Claims Policy and Negation Policy, if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the order and receive a refund in your account with Oriflame.

- 6.3.2. You may cancel an order at any time even after you have received the order confirmation by e-mail or after your order has been verbally accepted by Customer Experience but no later than 14 calendar days from the day you receive physical possession of the Product or the last of the Products if you ordered more than one.
- 6.3.3. To cancel an order, please contact Customer Experience by telephone on +9411 5 888 000 or e-mail us at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or by post to Oriflame No. 39/2, D. S. Senanayake Mawatha, Colombo 8. You can use the cancellation form in order to notify us about your cancellation. If you complete this form online and submit it through our website, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. You may wish to keep a copy of your cancellation notification for your own records. You just need to exercise your right to cancel before the cancellation period has expired. Therefore if you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 6.3.4. You will receive a full refund of the price you paid in your account with Oriflame for the Products and any applicable delivery charges you paid for (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). We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products. We will process the refund due to you as soon as possible and, in any case, within (a) 14 calendar days after the day we receive back from you any Products supplied, or (b) (if earlier) 14 calendar days after the day you provide evidence that you have returned the Products or (c) if no Products were supplied, 14 calendar days after the day on which you gave us notice of cancellation. If you returned the Products to us because they were faulty or mis-described, please see clause 6.3.5.
- 6.3.5. If you have returned the Products to us because they are faulty or mis-described, we will refund you in your account with Oriflame the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us. (please refer to Claims Policy on Oriflame website for process)
- 6.3.6. We may refund you in your account with Oriflame on the credit card, debit card or other means used by you to pay, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
- 6.3.7. If the Products were delivered to you:
- 6.3.7.1 you must return the Products to us without undue delay and in any event not later than 30 calendar days after the day on which you cancel the order/contract. The deadline is met if you send back the Products before the period of 30 days has expired;
  - 6.3.7.2 unless the Products are faulty or mis-described (in this case, see clause 6.3.5), you will be responsible for the direct cost of returning the Products to us; and
  - 6.3.7.3. you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

6.3.8. We are under a legal duty to supply Products that conform to the contract. As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 6.3 or these Terms. Advice about your legal rights in the Territory may available in Consumer Affairs Authority of Sri Lanka.

6.4. We further guarantee the quality of any Product which carries the Oriflame name and certify that they are manufactured by, or for us meet the highest standards of quality. We are confident that our Customers will find our Products satisfactory in every way. We therefore offer a further Oriflame guarantee that allows you to exchange or get a full refund you in your account with Oriflame for any Product you are not completely satisfied with. The refund shall be claimed within 30 days from your receipt of the Product. This guarantee does not apply to any Product intentionally damaged or misused. Unless communicated otherwise returns and refunds under this clause shall be made in accordance with the terms of the preceding paragraphs of this clause 6.

## **7. OBLIGATIONS OF THE ORIFLAME BRAND PARTNER**

- 7.1. You agree to present, promote and sell Oriflame Products using direct-to-consumers methods only and not to sell to, sell in, demonstrate or display Oriflame products in any retail outlet of any nature including any retail/e-commerce website, whether in Sri Lanka or abroad.
- 7.2. Brand Partners buy and may sell the Oriflame Products in their own name and on their own account. Should you choose to trade with the Oriflame Products you will be considered and shall at all times act as an independent person (self-employed/sole trader) and not as an Oriflame agent or employee. You shall not have any authority to negotiate, buy, sell or generally conclude any agreements in our name or on our behalf or in the name and on behalf of any other company in the Oriflame Group.
- 7.3. Should you chose to trade with the Oriflame Products you must obtain for yourself all permits, licenses, and generally make any and all registrations required under the laws of the Territory for the performance of an independent business practice, including any data protection registration (see clause 7.7) and tax registration. You are solely responsible for the reporting and payment of any taxes, duties and fees applicable to such activity. You are solely responsible for ensuring all aspects of your use of your Customers' personal data complies in all respects with national data protection and privacy laws (see clause 7.7 – 7.13).
- 7.4. We allow the return and exchange of Products as described in the Terms for your Customers as well as for you. You acknowledge that it is your responsibility to inform your Customers of their right to return the Products, and you shall make any return of Products to us on their behalf.
- 7.5. You should carry your valid Oriflame identity card along with government recognized ID card while conducting your Oriflame business and solicit prior approval before visiting any customer's premises.
- 7.6. You shall uphold the image and reputation of Oriflame. You shall not make any statements, nor perform any acts, which might be detrimental to the image of Oriflame or the Products. You shall operate your business in a lawful and ethical manner and not make any false, misleading or exaggerated claims about the Products.
- 7.7. You acknowledge that the Oriflame Trademarks, our trade name and logo are the property of Oriflame and you agree not to infringe them in any way. For avoidance of doubt, all goodwill in the Oriflame name accrues to Oriflame. At our request you will sign such documentation as we reasonably request to confirm this.
- 7.8. When presenting the Oriflame Products, you will strictly observe the Rules of Conduct and the Code of Ethics.
- 7.9. As a Brand Partner you may collect, record, store and update your Customers' personal information (meaning any detail about the person that can be used to identify such person). You are therefore obliged to comply with applicable data protection and privacy laws and

agree to do so. It is your responsibility to assess your need to register with a data privacy authority and to perform such registration if required and to comply with the data protection principles.

- 7.10. You will, in particular, take appropriate technical and organizational security measures to protect the Customers' personal information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the state of the art and the cost of their implementation, those measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the personal information to be protected.
- 7.11. You must also ask Customers expressly whether or not they wish to receive commercial communications about Oriflame products from you, keep a record of their marketing preferences and respect those preferences.
- 7.12. We explicitly disclaim any liability for any penalties, costs, fees and generally any expenses that you may incur as the result of any breach of applicable data protection and privacy laws.
- 7.13. If you wish to sponsor a Customer to become a Brand Partner you may collect certain personal information directly from the Customer. You must strictly follow our procedures for sponsorship from time to time. You will have the limited right to process that Customer's personal information only for the purposes of forwarding the personal information to Oriflame and of sending that Customer commercial communications (i.e. communications designed to promote, directly or indirectly, the goods, services or image of a company) subject to certain conditions as described in clause 7.13 and 7.14 below.
- 7.14. Our online tools may allow you to use a Customer's personal information to send commercial communications, strictly subject to the following conditions:
  - you must have sponsored the Customer to become a Brand Partner, unless otherwise expressly agreed,
  - such commercial communications concern only Oriflame Products,
  - the commercial communication shall be clearly identifiable as such,
  - the communication includes your name and contact details as the sender of the commercial communication and a valid email address at which Customers can reach you to notify you of their preference to opt out of further commercial communications,
  - commercial communications must not be sent to Customers that have opted out of receiving them,
  - promotional offers, such as discounts, premiums and gifts, where permitted by applicable law, shall be clearly identifiable as such, and the conditions which are to be met to qualify for them shall be easily accessible and be presented clearly and unambiguously, and
  - the content of such commercial communications is compliant with these Terms and all applicable law regarding commercial communications.
- 7.15. Under no circumstances are you permitted to send commercial communications on behalf of Oriflame or in Oriflame name.
- 7.16. The Brand Partner agrees and accepts that the terms of this agreement and the material referred to in it, including but not limited to the Oriflame Success Plan are proprietary information and shall not be used outside of the activities contemplated in this agreement.
- 7.17. You expressly agree to share your personal data with Oriflame and the Oriflame Group for purpose of performance of Oriflame's obligation under the Agreement.
- 7.18. The Oriflame Brand Partners shall not use misleading, deceptive and/or unfair trade practices including but not limited to unfair recruiting practices, misrepresentation of actual or potential sales or earnings, business opportunity, and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct seller.
- 7.19. The Oriflame Brand Partner shall not provide any Oriflame Literature and / or training materials not restricted to collateral issued by Oriflame or any information, to a



prospective and / or existing direct seller or float any scheme which has not been approved by the Oriflame

- 7.20. The Oriflame Brand Partner shall not require prospective or existing direct Sellers to purchase any Oriflame Literature or training materials or sales demonstration equipment
- 7.21. An Oriflame Brand Partner shall not compel or force others to order through him/ her, order any minimum quantities or maintain stock of products. Brand Partner shall buy products depending upon their consumption requirements or selling pattern only such quantity or value that can be foreseen to be sold to consumers or consumed within a reasonable period of time
- 7.22. While approaching a customer/ potential Oriflame Brand Partner, the Brand Partner shall ensure the following:
  - a. Trustfully Identify yourself and explain the purpose of your solicitation and about identity of Oriflame, nature of Oriflame Products.
  - b. Try to answer any and all questions in a fair, truthful and understandable way.
  - c. Refer your contact to the Oriflame website where she can read more about the products and the claims; specifically, draw her attention to the Oriflame complaint handling procedures.
  - d. Offer the prospective consumer, accurate and complete explanations and demonstration of the Oriflame Products, prices, terms of payment, terms of guarantee.
  - e. Respect the privacy and other personal restraints the person may be under (e.g. time, place, physical condition).
  - f. Stop any explanation (and leave) if asked to do so.
  - g. Whenever you are selling Oriflame products inform the customer about her right to return them and get a refund.
  - h. Provide the following information at the time of sale of Products:
    - Name, address, registration number or enrolment numbers, identity proof and telephone number of the direct seller and details of direct selling entity;
    - A description of the goods or services to be supplied.
    - Explain to the consumer about the goods return policy of the company in details before the transactions, warranty of the goods and replacement procedure in case of defect.
    - The order date, delivery date, the total amount to be paid by the consumer along with the bill and receipt.
    - Time and place for inspection of the sample and delivery of goods.
    - Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid.
    - Details regarding the complaints redressal mechanism;

## 8. **ORIFLAME OBLIGATIONS**

- 8.1. We will deliver any Products ordered by you subject to availability.
- 8.2. We expressly exclude any liability related to Product shortage or Products being out-of-stock.
- 8.3. You will receive, directly by us or by another Oriflame entity or third-party provider, any benefits/ payments due to you in accordance with the Oriflame Success Plan currently in force.

## 9. **TERMINATION**

- 9.1. We may terminate your membership with immediate effect by notice in any of the following circumstances:
  - if you make any statement or provide any Personal Data that is materially inaccurate or untrue;

- if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as and when they fall due;
- if you commit a breach of any of the provisions of the Terms that is not capable of remedy or in case of a breach of any of the provisions of the Code of Ethics and the Rules of Conduct;
- if you commit a breach of any of the provisions of the Terms, including the documents referenced to herein and fail, in the case of breach capable of remedy, to remedy that breach within 14 days after receipt of a written notice from us.

9.2. Your registration will expire if you have not placed an order during 12 consecutive calendar months.

9.3. Notwithstanding anything contrary contained herein, your membership shall stand terminated with immediate effect in the event of provision of an incorrect / invalid Identity and Address proof.

9.4. Oriflame shall have the right to stop your cash award/ PD/ bonus including other benefits of membership with immediate effect in the event you are found violating the Terms or pending investigation.

## **10. COMPLAINT HANDLING**

10.1. The Oriflame Complaint Handling procedure is outlined in the Rules of Conduct. It is clarified that Oriflame has a redressal mechanism for handling complaints related to breach of the Terms, handled by Code of Ethics Committee headed by designated officers of the Company

10.2. You can always file any complaint, question or request with the Oriflame Customer Experience at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or call us on +9411 5888 000.

## **11. ERRORS AND CORRECTIONS**

While we use reasonable efforts to include accurate and current information on this website, we do not warrant or represent that the website will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact Customer Experience.

## **12. LINKS**

We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other websites to which this site may be linked for or that can be accessed by this site. Please inform us of any errors or inappropriate material found on websites to which this site is linked.

## **13. GENERAL PROVISIONS**

13.1. These Terms are governed by the laws of the Territory and any disputes arising out of, or in relation to the Terms shall be decided only by the competent courts of the Territory. The courts of the Territory will have exclusive jurisdiction.

- 13.2. If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.
- 13.3. The failure of Oriflame to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.
- 13.4. We reserve the right to update and amend these Terms. Any change or update will become effective from the moment of its publication on our website [www.Oriflame.lk](http://www.Oriflame.lk).
- 13.5. The notice period for any notice given under these Terms shall start on the date that the notice is posted by registered post. If notice is given by any other means, the notice period shall start running on the day of receipt of the notice.

#### **14. PRIVACY POLICY**

- 14.1. When you register as a Brand Partner, you expressly agree that Oriflame, the Oriflame Group and its authorised third parties (i.e. Brand Partners, third party suppliers and third-party service providers) may store, use and process (including through automatic means) your Personal Data. We do so to comply with our obligations to you under these Terms as well as for debt collection, fraud prevention, marketing and statistical purposes.
- 14.2. We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable Data Protection and consumer legislation from time to time in place.
- 14.3. We confirm that any Personal Data which you provide to us (or which is available on public registers) and any information from which we can identify you (“**User Information**”), is held and used in accordance with our Privacy Policy and only for purposes herein described, especially the following:
- for processing your orders;
  - for statistical or survey purposes to improve our sites, on-line tools and our services to you;
  - for serving website content and advertisements to you;
  - for administering of our sites;

- for communicating with you including sending you any marketing material you have not opted out of receiving.

14.4. When we provide your Personal Data to authorised third parties we will provide only such Personal Data that is needed by them to perform their services under clause 14.1. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.

14.5. You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled do so.

14.6. You are entitled to inspect your Personal Data at any time. You can update your Personal Data by contacting Customer Experience or directly through My Pages on our website [www.oriflame.lk](http://www.oriflame.lk).

14.7. If you have been registered as an Oriflame Brand Partner before, when you register on this site you also accept that some of your Personal Data may be transferred from the Oriflame entity you have been originally registered with to Oriflame Lanka Private Limited. We may transfer any Personal Data provided by you, such as, without limitation: your Brand Partner number, name, address, telephone number, e-mail address as well as information about whether you wish to receive marketing material from us.

14.8. Upon registering as an Oriflame Brand Partner you acknowledge and accept that we may send you information about offers and promotions, unless you opt out. Oriflame may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history. By accepting these Terms you give your explicit consent to such analyses.

14.9 Further rights and obligations are contained in the Oriflame Privacy Policy.

## 15. CONTACT US

If you have any concerns about the Terms, please e-mail us at [cs.colombo@oriflame.com](mailto:cs.colombo@oriflame.com) or call us on number +9411-5 888 000. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.