

GUESS *List*

LIST OF PARTICIPATING STORES

BELFAST - Victoria	Mall: Victoria Square Shopping Centre, unit LG22, 1 Victoria Square	Belfast	BT1 4QG	+35 (0)28 90 32 05 51
BRISTOL - Concorde	Mall: Cabot Circus, Store SU09, Concorde Street	Bristol	BS1 3BX	+44 (0)11 79 20 94 90
CAMBRIDGE - Grand Arcade	Mall: Grand Arcade Shopping Centre, Store 7, St Andrew's Street	Cambridge	CB2 3BJ	+44 (0)12 23 48 84 70
CARDIFF - Grand Arcade	Mall: St David's Dewi Sant, U69, Grand Arcade	Cardiff	CF10 2EF	+44 (0)29 20 22 86 94
LAKESIDE - West Thurrock - Jeans	Mall: Lakeside Shopping Centre, Unit 243	West Thurrock	RM20 2ZP	+44 017 08 25 21 16
LONDON - Covent Garden	Neal Street 2/4, Covent Garden	London	WC2E 9JT	+44 (0)20 72 40 20 86
LONDON - Knightsbridge - Accessories	60 Brompton Road, Knightsbridge London	London	SW3 1BW	+44 (0)20 75 81 77 02
LONDON - Knightsbridge - Jeans	60 Brompton Road, Knightsbridge London	London	SW3 1BW	+44 (0)20 75 81 77 00
LONDON - One New Change	Mall: One New Change, Store 24	London	EC4M 9AF	+44 (0)20 72 48 97 09
LONDON - Regent Street	Regent Street 160	London	W1B 5SP	+44 (0)20 72 92 28 30
LONDON - Westfield - Accessories	Mall: Westfield Centre, Ariel Way, Unit No. 1165 A	London	W12 7GF	+44 (0)20 87 35 40 80
LONDON - Westfield - Jeans	Mall: Westfield Centre, Ariel Way, Unit No. 1122 A	London	W12 7GF	+44 (0)20 87 35 40 90
MANCHESTER - Arndale Centre	Mall: Arndale Centre, Unit 10, Upper Mall Level	Manchester	M4 3AQ	+44 0161 833 36 53
MANCHESTER - Trafford	Mall: The Trafford Centre, Unit L57, 53 Peel Avenue	Manchester	M17 8BN	+44 0161 749 74 41
SHEFFIELD - Meadowhall	Mall: Meadowhall Shopping Centre, 50 High Street	Sheffield	S9 1EP	+44 (0)11 42 56 94 00
WESTFIELD - Stratford City - Jeans	Unit SU2042, 261 Arcade, Westfield Stratford City	London	E2 1EQ	+44 (0)208 5334 5993

GUESS LIST TERMS AND CONDITIONS

1. GUESS UK Ltd is a company incorporated in England with company number 05304239 and whose registered address is at 47-48 Berners Street, London, United Kingdom. References to “we”, “GUESS”, or “us” shall mean GUESS UK Ltd, and references to “you” shall mean you, the member of the GUESS List Programme. Website shall mean www.GUESS.eu.
2. We have referred to these terms and conditions as the “Terms” throughout this document.
3. The GUESS List Programme (the “Programme”) is a loyalty scheme operated by GUESS under which cardholders using their GUESS List Card (“GUESS List Card”) may be eligible to participate in exciting GUESS promotions.
4. These Terms govern your membership of the Programme. By confirming your consent verbally to the Guess member of staff or signing any relevant documentation or signing the back of your GUESS List Card or by using the GUESS List Card, you agree to be bound by and to comply with the Terms. The Programme is open to any person aged 18 or over. We reserve the right to refuse or withdraw membership where we believe, at our sole discretion, that the GUESS List Card has been misused.
5. Shop at a participating GUESS store locations in the United Kingdom (excluding concessions in department stores) (the “Participating Stores”), present your GUESS List Card prior to making payment and you may be eligible to participate in special promotions. You must present your GUESS List Card at the time of a purchase in order to qualify for any special promotions under the Programme.
6. A purchase is necessary to acquire a GUESS List Card. To apply, you must visit a Participating Store and provide the details requested such as your full name, address, post code, email address and mobile phone

number. You must provide a valid email address to be eligible to receive any benefits associated with the Programme.

7. Employees of GUESS, its subsidiaries and affiliates, and their immediate families, and others who are eligible for employee-based discounts, or members of any corporate or wholesale account of GUESS are not eligible to join the Programme and Programme benefits may not be applied towards transactions by such individuals. GUESS reserves the right in its sole discretion to accept or deny any membership request in the Programme

8. If there is any inconsistency between the Terms and any terms printed on any other documentation or website, then the Terms shall prevail.

9. We reserve the right to refuse to authorise the redemption of benefits that have been issued if we consider at our sole discretion that you are using the Programme improperly.

10. GUESS shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any of the following losses or damage (whether such losses or damages were foreseen, foreseeable, known or otherwise):

- losses that were not foreseeable to both parties when the contract was formed;
- losses that were not caused by any breach on the part of GUESS;
- loss of business profits, salary, business revenue, goodwill, or anticipated savings;
- loss which could have been avoided by you through reasonable conduct; or
- obvious errors and omissions in administering the Programme.

11. Nothing in these Terms shall exclude or limit in any way GUESS' liability for:

- death or personal injury caused by GUESS' negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective products under the Consumer Protection Act 1987; or
- any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

12. You are solely responsible for any personal tax liability that may arise and for any other fees charged by governmental or non-governmental agencies as a result of your participation in the Programme.

13. GUESS owns all GUESS List Cards. GUESS is not responsible for any lost or stolen cards. It is your responsibility to notify us of any loss or theft of a GUESS List Card by contacting: Customer Services, 47-48 Berners Street, London, UK;

14. If your GUESS List Card is cancelled for any reason, no financial or other benefit will be issued or, if already issued, will no longer be valid.

15. GUESS is the data controller for the purpose of the Data Protection Act 1998. By participating in the Programme, you consent that we may process personal data that we collect from you in accordance with the Terms and our Privacy Policy (which may be varied from time to time) and the Data Protection Act 1998.

16. GUESS may use all the information that you supply to us on enrolment to the Programme (such as your name, address, email address, telephone number etc), together with any information relating to your

transactions and purchases made from GUESS and participation in the Programme for the purposes of:

- administering the Programme;
- statistical analysis;
- sending you news of our special events, offers, promotions and newsletters either by post, email, SMS or through any social network; and
- market research.

17. You can, at any time after you have consented to receive information, opt-out of receiving any and all such information by contacting: GUESS Customer Services, 47-48 Berners Street, London, UK

18. All communications that you receive from GUESS will have details of how to opt-out or unsubscribe from receiving such information in the future.

19. These terms operate subject to our Privacy Policy, and by joining the Programme, you agree to be bound by our Privacy Policy.

20. We reserve the right to amend or terminate the Programme at our sole discretion. We reserve the right to vary or amend the Terms and the Privacy Policy from time to time, at our sole discretion and you will be bound by the version currently being used. Any amendments to the Programme and/or the Terms and the Privacy Policy will be reflected on the Website and it is your responsibility to regularly read them.

21. These Terms shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.