

WEBSITE TERMS OF USE

The network of websites operated by the Shaneel Group is comprised of various websites and web pages including without limitation those located at www.shaneel.com, www.designerparfums.com, www.parfumsscherrer.com, www.ghostfragrances.com, www.jenniferlopezbeauty.com, www.playboyfragrances.com, www.cerruti1881fragrances.com, www.naomi-campbell-perfumes.com and www.fragranceexpert.com (collectively, the “Shaneel Group Websites” or individually a “Shaneel Group Website”).

PLEASE READ THE FOLLOWING TERMS OF WEBSITE USE, TERMS OF SUPPLY, PRIVACY POLICY, COOKIE POLICY AND DISCLAIMERS CONTAINED THEREIN CAREFULLY BEFORE USING THIS WEBSITE.

Your use of a particular website included within the Shaneel Group Websites network may also be subject to additional terms outlined elsewhere on that website (the “Additional Terms”). By using any Shaneel Group Website, you indicate that you accept these terms of use, terms of supply, privacy policy, and any Additional Terms, and that you agree to abide by all of them. If you do not agree to this, you may not use the Shaneel Group Websites.

Information about us

The Shaneel Group Websites are operated by the Shaneel Group. The Shaneel Group comprises Shaneel Enterprises Limited and all its subsidiaries from time to time including without limitation SA Designer Parfums Limited.

Shaneel Enterprises Limited is registered in England and Wales under company number 02171783 and has its registered office at 78 Wembley Park Drive, Wembley, Middlesex, HA9 8HE. It is a limited company.

SA Designer Parfums Limited is registered in England and Wales under company number 04198899 and has its registered office at Amertrans Park, Bushey Mill Lane, Watford, Hertfordshire, WD24 7JG. It is a limited company.

We are licensed to manufacture, distribute and sell perfumes and related products under various third party trade marks including without limitation Jean-Louis Scherrer, Ghost, Naomi Campbell, Jennifer Lopez, Playboy, Cerruti, Manish Arora and Hawaiian Tropic. For more information, [click here](#)

Terms of website use

Accessing the Shaneel Group Websites

Access to the Shaneel Group Websites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Shaneel Group Websites without notice. We will not be liable if for any reason a Shaneel Group Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of a Shaneel Group Website, or all of the Shaneel Group Websites, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or

password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to the Shaneel Group Websites.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights used in the Shaneel Group Websites, and in the material published on it. Those works are protected by, inter alia, copyright laws and treaties around the world. All such rights are reserved.

You may, for non-commercial use only, print off one copy, and may download extracts, of any page(s) from the Shaneel Group Websites for your personal reference and you may draw the attention of others within your organisation to material posted on the Shaneel Group Websites.

Without prejudice to the foregoing, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on the Shaneel Group Websites must always be acknowledged.

You must not use any part of the materials on the Shaneel Group Websites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of a Shaneel Group Website in breach of these terms of use, your right to use the Shaneel Group Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on a Shaneel Group Website is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Shaneel Group Websites, or by anyone who may be informed of any of its contents.

The Shaneel Group Websites change regularly

We aim to update the Shaneel Group Websites regularly, and may change the content at any time. If the need arises, we may suspend access to a Shaneel Group Website, or close it indefinitely. Any of the material on the Shaneel Group Websites may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on the Shaneel Group Websites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Shaneel Group Websites or in connection with the use, inability to use, or

results of the use of any Shaneel Group Website, any websites linked to the Shaneel Group Websites and any materials posted on them, including, without limitation any liability for:

- **loss of income or revenue;**
- **loss of business;**
- **loss of profits or contracts;**
- **loss of anticipated savings;**
- **loss of data;**
- **loss of goodwill;**
- **wasted management or office time; and**
- **For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.**

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to the Shaneel Group Websites

We process information about you in accordance with our [Privacy Policy](#). By using the Shaneel Group Websites, you consent to such processing and you warrant that all data provided by you is accurate.

Viruses, hacking and other offences

You must not misuse the Shaneel Group Websites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Shaneel Group Websites, the server on which the Shaneel Group Websites are stored or any server, computer or database connected to the Shaneel Group Websites. You must not attack the Shaneel Group Websites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Shaneel Group Websites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Shaneel Group Websites or to your downloading of any material posted on a Shaneel Group Website, or on any website linked to it.

Linking to the Shaneel Group Websites

You may link to the home page of any Shaneel Group Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

No Shaneel Group Website can be framed on any other site, nor may you create a link to any part of a Shaneel Group Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on the Shaneel Group Websites other than that set out above, please contact us.

Links from the Shaneel Group Websites

Where a Shaneel Group Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to any Shaneel Group Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Shaneel Group Websites.

Your concerns

If you have any concerns about material which appears on any of the Shaneel Group Websites, please [click here](#). Thank you for visiting the Shaneel Group Websites.

TERMS OF SUPPLY

Transactions concluded through the Shaneel Group Websites

These terms of supply (together with the documents referred to on it) tell you the terms of supply on which we supply any of the products listed on a Shaneel Group Website.

Please read these terms of supply carefully and make sure that you understand them, before ordering any products from a Shaneel Group Website. You should understand that by ordering any of our products, you agree to be bound by these terms of supply.

You should print a copy of these terms of supply for future reference.

Please tick the box on the page where you purchase products if you accept them. Please understand that if you refuse to accept these terms of supply, you will not be able to order any products from a Shaneel Group Website.

Service availability

Some restrictions are placed on the extent to which we accept orders from specific countries. If we are unable to ship to your country, it will either be stated in our terms of supply or you will be informed at the checkout.

Your status

By placing an order through a Shaneel Group Website, you warrant that:

- **you are legally capable of entering into binding contracts; and**
- **you are at least 18 years old.**

How the contract is formed between you and us

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

All advertisements and communications made by us on a Shaneel Group Website are "invitations to treat", not offers. This means that if products shown on the site are not available or are incorrectly priced or otherwise incorrectly described, we are not obliged to sell you those products unless they have been confirmed in a Dispatch Confirmation. The Contract will relate only to those products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Dispatch Confirmation.

Third parties

We may provide links on Shaneel Group Websites to the websites of other companies. We give no undertaking that products you purchase from third party sellers through a Shaneel Group Website, or from companies to whose website we have provided a link on a Shaneel Group Website, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely.

We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller. Please refer to Price and Payment regarding our payment processing.

If you are contracting as a consumer, this DISCLAIMER does not affect your statutory rights against us. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureau.

Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

We ship all standard UK orders via Royal Mail and Next Day UK Orders via APC. We do not ship internationally.

Items will be shipped as soon as possible, and should arrive within the following timescales:

1. UK Mainland: 1-3 working days, excluding weekends and Bank Holidays.

2. Europe: 5-7 working days

Estimated delivery times are a guide only and commence from the date of the Dispatch Confirmation.

If no one is available to sign the parcel may be left with a neighbour or instructions will be left on how to arrange redelivery or collection.

Risk and title

The products will be your responsibility from the time of delivery.

Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.

If you have not received your products within 10 days from the Dispatch Confirmation, you must notify us immediately by email or +44 (0) 1923 204450, quoting your order number. If you fail to inform us of non-delivery within this time we will not refund or replace the products.

Price and payment

The price of the products and our delivery charges will be as quoted on the relevant Shaneel Group Website from time to time, except in cases of obvious error.

Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

The Shaneel Group Websites contain a large number of products and it is always possible that, despite our best efforts, some of the products listed on a Shaneel Group Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures. If the pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, we do not have to provide the products to you at the incorrect (lower) price.

Payment for all products must be by credit or debit card. We accept payment with most major credit cards.

We do not store credit card details. All our payments systems are handled by PayPal who uses a secure server that implements SSL technology (certified to the required standard for encrypted credit card transactions by VERISIGN) to protect your credit card information and assist your shopping experience. For information on how PayPal processes and uses personal information, please see PayPal's privacy policy. PayPal provides us with limited data such as the shipping address, billing address, contact information and confirmation of payment.

Any losses incurred or sustained by customers who transmit information by means or e-mail or other internet link shall be borne solely and exclusively by that customer and in no event shall any such losses in whole or in part be borne by us. When using a public computer, you must sign out when you have finished shopping.

Cancellations / returns

Consumers have a statutory right to cancel for any reason and receive a full refund. You will receive a full refund of the price paid for the products in accordance with our [Refunds Policy](#). Your statutory right to cancel a Contract starts from the date of the Dispatch Confirmation (when the Contract between us is formed) and ends fourteen days after receipt of the products by you. You must return the product to us unopened in order to receive the refund, unless it is being returned due to a fault. This does not affect your statutory rights.

To cancel a Contract, you must inform us in writing. If the products have been delivered to you, you must also return the products to us as soon as reasonably practicable. In the UK we will cover the cost of returns (provided the product is unopened, unless it is being returned due to a fault). International returns are at your cost.

Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer.

Our refunds policy

If for any reason you are dissatisfied with any product, simply follow the directions below to return the product fourteen days after receipt of the products by you, and we will promptly process your request and refund your money, unless a product is being returned due to being faulty. Please ensure the product is in all its original packaging and has not been used.

Please contact our customer service team before returning any item and we will provide details of where to send it to.

We will refund any money received from you, normally by using the same method originally used by you to pay for your purchase. Refunds will be processed without undue delay.

Competitions and prize draws

From time to time we may run competitions and prize draws (a "Promotion"). Each Promotion will have its own specific terms which will be published on the relevant Shaneel Group Website. The following general terms will apply:

1. There is no cash alternative to the Promotion prize.
2. All entrants must be over the age of 18.
3. Our decision is final and no correspondence will be entered into.
4. Details of the name and county of the Promotion prize winner will be provided upon written request to anyone who writes within one month of the closing date of the competition.
5. No responsibility is accepted for the provision of incorrect information or entries that are not received by us for any reason.
6. Promotions are not open to anyone associated with the Shaneel Group.
7. The promoter of any Promotions shall be SA Designer Parfums Limited unless otherwise stated.

Promotional codes and Voucher codes

From time to time we may issue promotional discount codes / voucher codes (a "Code"). Each Discount Code will have its own specific terms which will be published on the relevant Shaneel Group Website. The following general terms will also apply:

Codes cannot be used in conjunction with any other discount, promotion or on sale items;

Codes cannot be used to purchase gift vouchers;

Codes are strictly personal and non-transferable;

Codes are only valid for use on the relevant Shaneel Group Website and not in any other stores or websites;

We reserve the right to withdraw any Code from use at any time without prior notification and at our sole discretion;

There is no cash alternative for the Code;

If cancelling an order placed using a Code, the value of the Code will not be refunded;

Codes must be entered when you checkout and cannot be used at a later time if you fail to do so.

PRICE MATCHING

At Fragrance Expert (www.fragranceexpert.com) we endeavour to offer our customers an unparalleled service and products at competitive prices.

We actively monitor the prices offered by our competitors online and adjust our own prices accordingly.

How we compare prices against our competitors: We collect price data from our competitors as follows:

Webs scans of allbeauty.com, boots.com, Fragranceshop.com, Superdrug.com, Slapiton.tv, fragrancedirect.co.uk, perfume-click.co.uk, houseoffraser.co.uk, johnlewis.com, Debenhams.com, Selfridges.com (collectively "**our Competitors**" and individually "**a Competitor**") are conducted every 48 hours.

If for any reason we cannot update the prices of products sold by any of our Competitors then price matching against that Competitor will be unavailable until the price data is available again.

The prices we match: We match the prices of our Competitors publicly available to all UK customers online, based on those displayed on our Competitor's own website. The price has to apply to an identical individual product in terms of brand and size. The product must be described as in stock on our Competitor's website. If the product is described as out of stock on our Competitor's website then the price will remain at the price when last sold.

We do not match exclusive prices only available to specific customers such as negotiated prices for bulk purchases or prices reserved only for certain groups of customers like club members. We also don't match prices only available via 3rd party websites or after voucher codes have been applied.

What are the restrictions? We reserve the right to amend or withdraw the price matching of products with our Competitors at any time without notice.

Prices are matched entirely at our discretion and we do not offer any form of price match promise or guarantee nor do we offer to reimburse any difference in price where a product sold by a Competitor is less expensive than on the fragranceexpert.com website.

We do not match prices which would reduce the price of a product below our cost price or to a price which is not financially feasible for us.

FREE GIFTS WITH PURCHASE

From time to time, we may run special promotions where we offer free gifts with purchases on certain products, or over certain order values. There may be a selection of gifts on offer, and customers may be required to add their choice of free gift to their basket on checkout. The following general terms will also apply:

Gifts cannot be added to orders retrospectively (i.e. if you forget to add your free gift, we will not be able to add this for you after your order has been placed)

Gift choices cannot be amended after an order has been placed.

All free gifts are subject to stock availability.

We may offer an alternative if the one selected is not available.

Free gift offers may be withdrawn at any time and without further notice.

Gift images displayed on the website are for illustration purposes only.

There is no cash alternative to free gifts.

LOYALTY PROGRAMME

From time to time we may operate a loyalty programme. In this event:-

- All Shaneel Group Website customers are automatically enrolled in the Shaneel Group Loyalty Program (the "Loyalty Program").
- Membership to the Loyalty Program is free.
- The standard number of points you will collect for every £1 spent on qualifying purchases on the relevant Shaneel Group Website will be 10 loyalty points; however the number of points collected can vary. Two loyalty points are worth one penny to redeem on the relevant Shaneel Group Website. From time to time we may run special promotions where we award additional loyalty points for every £1 that you spend and/or increase the value of your loyalty points to redeem on the relevant Shaneel Group Website.
- To redeem your points on the relevant Shaneel Group Website you should log in and go to your basket. You can then select the number of loyalty points you wish to use in relation to that purchase.
- You can redeem loyalty points on part or all of a qualifying purchase up to the full value of the qualifying purchase excluding the cost of delivery.
- Loyalty points are offered on all products purchased on the relevant Shaneel Group Website, except purchases made using gift vouchers. Points are awarded after any relevant discounts or promotions have been deducted from your shopping and exclude the cost of delivery.
- The number of loyalty points you have received after a qualifying purchase will be confirmed after the dispatch of the product or products purchased.
- Loyalty points from different accounts and/or different customers cannot be transferred and/or combined to consolidate the balance.
- Redeemed loyalty points will be credited back to the balance if the product purchased is returned.
- If a product you buy entirely with loyalty points is faulty, please follow our [Returns Policy](#)
- If necessary we will credit your account with the right number of loyalty points. No cash refund will be given in these circumstances.
- If a product you buy partly with loyalty points is faulty, please return it to us. We will credit your account with the right number of loyalty points and a cash refund will be given in relation to the amount actually paid by you for the product after you redeemed your loyalty points.
- If you receive a refund having returned or cancelled a product which awarded you loyalty points, and/or your payment for the purchase is refused, then we are entitled to cancel these loyalty points from your account. If you exchange the product for products with an equivalent loyalty point value, then you will be entitled to keep the loyalty points earned on that product. If you exchange for

products with a lower loyalty points value then we are entitled to cancel the balance of the loyalty points.

- Loyalty points may only be redeemed for products, they cannot be used to pay additional charges such as delivery.
- Loyalty points have no cash value and are not exchangeable for cash.
- Customers may check the loyalty points accumulated by them by checking their relevant Shaneel Group Website account or contacting customer services by email at mail@shaneel.com or by telephone on 01923 204450.
- Please note that your loyalty points balance may not be updated immediately when you make a qualifying purchase. You will need to wait at least 24 hours before the points show on your account online. We may withhold points or delay crediting them where we reasonably suspect fraudulent activity or a breach of these terms and conditions.
- Customers who close their online account with the relevant Shaneel Group Website will immediately lose any and all loyalty points accumulated on their account.
- Loyalty points expire after 12 months and the Shaneel Group will remove accumulated loyalty points from customer accounts after a period of 12 months from the date the loyalty points were credited to the customer account.
- Customers can earn a maximum of 50,000 loyalty points in any 12 month period.
- We reserve the right to amend the terms and conditions of the Loyalty Program at any time at its sole discretion.
- We reserve the right to terminate the Loyalty Program at any time. Customers will be notified and given a 30 day period to use their accumulated loyalty points. After the 30 day period, any unused points will automatically be forfeited without any compensation.
- We shall not be liable for any system malfunction, system failure or disruption in access to the Loyalty Program, or any consequences, direct or indirect, arising from the same.
- Loyalty points awarded may be removed or cancelled if we determine that the loyalty points were collected in breach of these terms and conditions or were awarded in error.

Warranty

We warrant to you that any product purchased from us through a Shaneel Group Website will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

Our liability

If we fail to comply with these terms of supply, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms of supply or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

We only supply the product for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for:

- **death or personal injury caused by our negligence;**
- **fraud or fraudulent misrepresentation;**
- **any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);**
- **any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)**
- **defective products under the Consumer Protection Act 1987 and**
- **any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.**

Import duty

If you order products from a Shaneel Group Website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using a Shaneel Group Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices and communications

All notices given by you to us must be given to Shaneel Enterprises Limited unless we specify otherwise, at:

Shaneel Enterprises Limited
Amertrans Park
Bushey Mill Lane
Watford
Herts
WD24 7JG

By email to: mail@shaneel.com

We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of rights and obligations

We may transfer our rights and obligations under these terms of supply to another organisation, but that will not affect your rights or our obligations under this Contract.

You may only transfer your rights and obligations under this Contract if we agree to this beforehand in writing.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following types of events: industrial action; riot, terrorist attack or threat of terrorist attack; natural disasters such as fires, floods or earthquakes; impossibility of the use of public or private telecommunications networks.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

No waiver by us of any (a) default, or (b) right or remedy under the Contract or any of these terms of supply, will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Survival

Each provision of these terms of supply shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Our right to vary these terms of supply

We have the right to revise and amend these terms of supply from time to time. You will be subject to the policies and terms of supply in force at the time that you order products from us.

Law and jurisdiction

Contracts for the purchase of products through a Shaneel Group Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

Third party rights

A person who is not party to these terms of supply or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999

PRIVACY POLICY

INTRODUCTION

Welcome to the Shaneel Group's privacy policy.

The network of websites operated by the Shaneel Group includes, but is not limited to, those located at www.shaneel.com, www.designerparfums.com, www.jenniferlopezbeauty.com, www.parfumsscherrer.com, www.ghostfragrances.com, www.naomi-campbell-perfumes.com and www.fragranceexpert.com

The Shaneel Group respects your privacy and are committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our websites (regardless of where you visit them from) and tell you about your privacy rights and how the law protects you.

This privacy policy is provided in a layered format so you can click through to the specific areas set out below. Alternatively, you can download a pdf version of the policy here: [LINK]. Please also use the Glossary to understand the meaning of some of the terms used in this privacy policy.

- 1. IMPORTANT INFORMATION AND WHO WE ARE**
- 2. THE DATA WE COLLECT ABOUT YOU**
- 3. HOW IS YOUR PERSONAL DATA COLLECTED?**
- 4. HOW WE USE YOUR PERSONAL DATA**
- 5. DISCLOSURES OF YOUR PERSONAL DATA**
- 6. INTERNATIONAL TRANSFERS**
- 7. DATA SECURITY**
- 8. DATA RETENTION**
- 9. YOUR LEGAL RIGHTS**
- 10. GLOSSARY**

1. IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how the Shaneel Group collects and processes your personal data through your use of its websites, including any data you may provide through the websites when you sign up to our newsletters, purchase a product or service or take part in a competition.

This website is not intended for children (i.e. people under the age of 18) and we do not knowingly collect data relating to children.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

CONTROLLER

The Shaneel Group is made up of different legal entities, details of which can be found here: www.shaneel.com/companies. This privacy policy is issued on behalf of the Shaneel Group so when we mention Shaneel, “we”, “us” or “our” in this privacy policy, we are referring to the relevant company in the Shaneel Group responsible for processing your data. We will let you know which entity will be the controller for your data when you purchase a product or service with us. Shaneel Enterprises Limited is the controller and responsible for this website.

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact our DPO in the following ways:

Full name of DPO: Mr Hetal Shah

Email address: dpo@shaneel.com

Postal address: Amertrans Park, Bushey Mill Lane, Watford, Herts, WD24 7JG

Telephone number: 01923 204450

You have the right to make a complaint at any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

We keep our privacy policy under regular review. This version was last updated on 18th September 2018. Historic versions can be obtained by contacting us.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.

- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences. We may, however, collect information about your health in certain circumstances, such as the reporting of an adverse reaction to a product.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply for our products or services;
 - create an account on our website;
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us feedback or contact us.
- **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy, below, for further details.

- **Third parties or publicly available sources.** We will receive personal data about you from various third parties and public sources as set out below:
 - Technical Data from the following parties:
 - (a) analytics providers such as Google;
 - (b) advertising networks such as Affiliate Window; and
 - (c) search information providers such as Google and Bing.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Paypal.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

[Click here](#) to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges	(a) Identity (b) Contact (c) Financial	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)

(b) Collect and recover money owed to us	(d) Transaction (e) Marketing Communications and	
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing Communications and	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing Communications and	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing Communications and (f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our	(a) Technical	Necessary for our legitimate interests (to

website, products/services, marketing, customer relationships and experiences	(b) Usage	define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and grow our business)

MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms:

PROMOTIONAL OFFERS FROM US

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods from us and you have not opted out of receiving that marketing.

THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

OPTING OUT

You can ask us or third parties to stop sending you marketing messages at any time by updating your subscription preferences by clicking the opt-out link on any email you receive from us or third parties.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product purchase, product experience or other transactions.

COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see [\[COOKIE POLICY\]](#).

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with the parties set out below for the purposes set out in the table 'Purposes for which we will use your personal data' above.

- Internal Third Parties as set out in the [\[Glossary\]](#).
- External Third Parties as set out in the [\[Glossary\]](#).
- Digital marketing agencies, including but not limited to The Digital Fairy Limited
- www.perfumeshopping.com
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

We share your personal data within the Shaneel Group and use Mailchimp, a US company, to provide our email marketing services. This involves transferring your data outside of the European Economic Area (EEA).

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission: Adequacy of the protection of personal data in non-EU countries*.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see *European Commission: Model contracts for the transfer of personal data to third countries*.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see *European Commission: EU-US Privacy Shield*.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being

accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see [\[your legal rights\]](#) below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- [\[Request access to your personal data\]](#).
- [\[Request correction of your personal data\]](#).
- [\[Request erasure of your personal data\]](#).
- [\[Object to processing of your personal data\]](#).
- [\[Request restriction of processing your personal data\]](#).
- [\[Request transfer of your personal data\]](#).
- [\[Right to withdraw consent\]](#).

If you wish to exercise any of the rights set out above, please contact the DPO using the details provided above.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

THIRD PARTIES

INTERNAL THIRD PARTIES

Other companies in the Shaneel Group acting as joint controllers or processors who provide IT and system administration services and undertake leadership reporting.

EXTERNAL THIRD PARTIES

- Service providers who may also be acting as processors who provide IT and system administration services.
- Service providers who may also be acting as processors who provide business support services.
- Professional advisers who may also be acting as processors or joint controllers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

"Cookie Law" means all laws applicable from time to time to the operation of cookies including the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and of EU Regulation 2016/679 General Data Protection Regulation (GDPR)

All cookies used by and on our websites are used in accordance with current Cookie Law. We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website.

They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Thank you for your attention.

Shaneel Group