



INDEPENDENT BRAND AMBASSADOR AGREEMENT

WELCOME TO THE SISTERHOOD!

Congratulations on your decision to become an Independent Brand Ambassador (**IBA**) with Ann Summers! We look forward to welcoming you to the Ann Summers Sisterhood. Before you join us, we need to take you through a few formalities. This includes ensuring that you understand and agree to our [Independent Brand Ambassador Terms and Conditions](#), and you are aware of the policies and other documents that apply to our IBAs.

The Independent Brand Ambassador Agreement that you are entering into with Ann Summers is made up of several different policies, including those set out below. Click on the links to take you straight to the relevant policy.

Sister App Registration

This is the [registration form](#) that you need to complete and submit through the Sister App, our business management tool. It is important that you complete this form accurately.

Independent Brand Ambassador Terms and Conditions

The [Independent Brand Ambassador Terms and Conditions](#) set out the legal terms that apply to all IBAs that provide services to Ann Summers. It also explains your status as an independent business owner engaging with Ann Summers, how the Ann Summers Sisterhood Policies apply.

Compensation Plan

Ann Summers will sell the Products to IBAs at an agreed discount from its standard recommended retail price. The price will be set out on the [Microsite](#) and changes from time to time. Full details are set out in the [Compensation Plan](#), which also details any commissions and bonuses payable to IBAs from time to time.

Ann Summers Policies

There are several Policies that apply directly to IBAs. These can be found below and include:

[The Social Media Playbook](#)

[Raffles, Lotteries, Games and Competitions Policy](#)

[The Data Protection Policy](#)

There are some policies that apply to every business that we work with, including IBAs, and you can view these by clicking on the following links:

[The Ann Summers Brand Manual](#)

[The Anti-Bribery and Corruption Policy](#)

[The Refund and Exchange Policy](#)

Additionally, this Agreement contains a Data Protection Notice that sets out our commitment to you regarding the processing of your personal data. The Data Protection Notice can be [found below](#).

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INDEPENDENT BRAND AMBASSADOR TERMS AND CONDITIONS

These Terms and Conditions along with the Policies, the [Sister App](#) and the [Compensation Plan](#) constitute a binding agreement (this “**Agreement**”) between you and Ann Summers for the provision of services by you following your appointment as an Independent Brand Ambassador. An “**Independent Brand Ambassador**” (also referred to in this Agreement as “**IBA**”, “**you**” or “**your**”) is an independent consultant appointed by Ann Summers as a distributor of Products. “**Ann Summers**” (also referred to in this Agreement as “**us**”, “**we**” and “**our**”) is Ann Summers Ltd, a company registered in England and Wales with company number: 01034349 and registered address: Gold Group House, Godstone Road, Whyteleafe, Surrey, CR3 0GG.

You should read these Terms and Conditions in full before agreeing to become an IBA. We reserve the right to change these Terms and Conditions from time to time and, if we do so, we will provide you with 30 days prior notice of any new version coming into effect.

In the event of any conflict between these Terms and Conditions and any other document listed above as forming part of this Agreement, these Terms and Conditions shall prevail.

1. **Definitions and Interpretation**

1.1 In this Agreement the following words have the following meanings:

“ Agreement ”	means as defined at the top of these Terms and Conditions
“ Ann Summers ”, “ us ” and “ our ”	means as defined at the top of these Terms and Conditions
“ Confidential Information ”	means information in whatever form (including in written, oral, visual or electronic form relating to the business, customers, clients, suppliers, products, affairs and finances of Ann Summers which Ann Summers informs the Independent Brand Ambassador is confidential or which the Independent Brand Ambassador ought to understand is confidential by the nature of the information. By way of example only and without limitation, information relating to other Independent Brand Ambassadors such as personal information or information connected with sales, discounts, commissions and bonuses concerning another Independent Brand Ambassador or information provided by Ann

Summers about new products or services that have not been communicated to the general public.

“Data Protection Commission”

means as defined in the [Data Protection Legislation](#)

“Data Protection Legislation”

all applicable data protection and privacy legislation in force from time to time including the [UK GDPR](#); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended, the Irish Data Protection Act 2018 (and regulations made thereunder); and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of [Personal Data](#) (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the [Information Commissioner](#), and the Data Protection Commission of Ireland or other relevant data protection or supervisory authority and applicable to a party.

“Events”

means as set out in [clause 6.1](#) of these Terms and Conditions.

“Help Centre”

means the online [Ambassador Help centre](#) for IBAs containing information on the Sisterhood and FAQs.

**“Independent Brand Ambassador”, “IBA”
“you”, “your”**

means as defined at the top of these [Terms and Conditions](#). Where we use the term **“Independent Brand Ambassador”** or **“IBA”** this includes any Independent Brand Ambassador role as set out in the [Compensation Plan](#).

“Information Commissioner”	means as defined in the Data Protection Legislation
“Intellectual Property Rights”	means patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Joining Fee”	means the joining fee payable by all new IBAs, which is set out in the Ambassador Help Centre .
“Leader”	means as defined in the Compensation Plan .
“Personal Data”	means as defined in the Data Protection Legislation
“Policies”	means the policies, guidelines, playbooks, and manuals issued to IBAs, as amended from time to time.
“Registration Form”	means the registration form that must be completed by anyone applying to be an IBA.
“Terms and Conditions”	means these Independent Brand Ambassador Terms and Conditions.
“Sister App”	means the Sisterhood App for Independent Brand Ambassadors access to which is provided to IBAs following registration.
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. **Becoming an Independent Brand Ambassador and the Ambassador Network**

2.1 To become an IBA:

- (a) you must complete the [Sister App registration](#)
- (b) you must be 18 years of age or over;
- (c) you must be a resident or citizen of and have the right to work in England, Scotland, Wales, Northern Ireland or the Channel Islands or the Republic of Ireland;
- (d) you must pass the ID checks required during the registration process.
- (e) you must pay of the Joining Fee (unless you are buying a starter kit – see [clause 6.3](#))

2.2 In the event we discover that, following your appointment as an IBA, you do not meet the criteria set out in clause 2.1, we reserve the right to terminate this Agreement immediately.

2.3 Your appointment as an IBA starts when we allocate you an Independent Brand Ambassador number ("**Agreement Start Date**"). You agree to the terms of this Agreement when you tick the box, which indicates your acceptance of our Terms and Conditions as part of our online application process.

2.4 Upon your appointment as an IBA you shall be placed into the Ann Summers IBA network and shall be provided with an [upline](#) and access to IBAs within the network.

2.5 You shall be the [upline](#) to any IBA that you introduce to the network as a sponsor and you may be allocated new IBAs that join the network independently to which you shall be the upline.

2.6 All uplines shall provide support to [downlines](#), which includes sales support and support with the downline building a successful business and making business decisions.

3. **Policies**

- 3.1 Ann Summers appoints independent consultants as IBAs to provide you with the freedom and flexibility on when and how you chose to provide the service. However, our brand values are very important to us and accordingly it is vital that any person or organisation that provides services to us upholds our brand values and adheres to our Policies. Accordingly, our Policies are integral to this Agreement.
- 3.2 On our [Agreement Welcome page](#) we list those Policies that we currently have in place. We may however introduce new Policies from time to time or amend the Policies we have in place. We will always give you a minimum of 14 days' notice of the introduction of a new Policy or change to an existing one unless:
- (a) we need to introduce a new Policy or amend a Policy due to circumstances such as a change in the law that requires an immediate or earlier introduction of a Policy or change;
 - (b) the Policy is our [Refunds and Exchange Policy](#), which we may amend at short notice at any time.

4. **Status of Independent Brand Ambassadors**

- 4.1 The IBA agrees that they will always represent themselves as an independent consultant when contacting potential customers, dealing with customers, holding Events and in dealing with the Products.
- 4.2 The IBA agrees that they are not an employee, agent (including, for the avoidance of doubt, a commercial agent under the UK Commercial Agents (Council Directive) Regulations 1993) or the Irish European Communities (Commercial Agents) Regulations, 1994 and 1997, partner or franchisee of Ann Summers. As an independent, self-employed consultant, the IBA shall have no authority (and shall not hold themselves out as having authority) to bind Ann Summers or enter into any contract or negotiate any contract on behalf of Ann Summers.
- 4.3 The IBA is responsible for paying all national insurance contributions, income taxes and any other taxes (including VAT) payable in relation to their sale of the Products as a self-employed consultant and to register their business, where required, with the applicable tax authorities, such as HMRC in the United Kingdom and the Revenue Commissioners in the Republic of Ireland, and take out appropriate insurances to cover their business risks.

- 4.4 The IBA must ensure that they are able to meet any expenses incurred in running their business.
- 4.5 The IBA may appoint a substitute to perform the services on their behalf, provided that prior to performing any services the substitute shall be required to enter into direct undertakings with us, including with regard to confidentiality, data protection and adherence to the Policies and provided that the substitute has been provided with the Independent Brand Ambassador training required of all IBAs relating to the sale of the Products and the provision of services. The IBA shall be responsible for the remuneration of the substitute. For the avoidance of doubt, the IBA will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute. Additionally, the IBA shall be solely responsible for the costs of and any remuneration due to any person engaged by the IBA to help the IBA perform their obligations as an IBA and the IBA shall at all times be responsible for the acts and omissions of those third parties.

5. **Products and Product Sales**

- 5.1 Ann Summers shall make the products from its range of products available to IBAs from time to time ("**Products**"). Details of available Products shall be listed on the [Microsite](#). IBAs shall either purchase Products from Ann Summers through the [Microsite](#) for the resale to consumers or direct consumers to the Microsite to place orders for Products. Ann Summers may change the selection of the range of Products available and the specification of any Product at its discretion.
- 5.2 Ann Summers will notify IBAs which territories it ships Products to consumers. Accordingly, the IBA may request that Ann Summers direct ships Products to the IBA's customers in territories where Ann Summers offers direct shipment. The IBA shall be responsible for arranging the shipment of Products and the cost (including import costs and taxes) of shipping Products to consumers in territories that Ann Summers does not ship direct to and ensuring that the Products comply with all applicable laws in those territories, should the IBA chose to contract with customers in those territories.
- 5.3 The contract for the sale of Products shall be between the IBA and the customer and not between Ann Summers and the customer and the IBA shall provide the customer with terms of sale and invoices that reflect the contractual position between them and customers.

- 5.4 In the sale of Products to customers the IBA shall:
- (a) follow all legal requirements and codes of practice which are applicable from time to time;
 - (b) only sell Products to persons aged 18 years or over;
 - (c) be responsible for all expenses incurred in buying the Products from Ann Summers and delivering the Products to the customers;
 - (d) provide an after-sales service to the customers and follow Ann Summers' applicable Refund and Exchange policy, which is available at the [Ambassador Help Centre](#).
- 5.5 Where directing consumers to the Microsite to make direct orders for Products, those consumers shall be customers of the IBA for the purpose of that Product sale and accordingly the IBA shall ensure that it provides such customers with the same after sales service referred to in clause 5.4 and not simply refer the customer to the Microsite. Whilst customers of the IBA for the purpose of that Product sale, nothing in this Agreement shall prohibit Ann Summers or any other IBA from selling Products to that customer.
- 5.6 The IBA must not alter or tamper with any Products or their packaging or replace the packaging with any alternative packaging. In the event of any damage to the Product or packaging upon delivery of the Product the IBA must contact Ann Summers Customer Services to arrange for a replacement product or refund in accordance with Ann Summers' [faulty/damaged items warranty](#).
- 5.7 The IBA shall provide all reasonable assistance to Ann Summers in the event of a product recall, including communicating any product recall notices to its customers and assisting with the collection of recalled Products, where required.
6. **Ann Summers Events**
- 6.1 The IBAs undertake, in providing their services to Ann Summers, to organise and hold presentations and meetings at which it shall promote, demonstrate, and sell the Products to consumers ("**Events**"). Events may be held online.
- 6.2 The IBA undertakes that any invitation to Events and any place where Events are to be held comply with our [Brand Manual](#) and ensure that

the IBA complies with applicable health and safety laws, codes and requirements when hosting Events. Attendees at Events must be 18 years of age or over.

- 6.3 Before hosting an Event the IBA may purchase a starter kit which contains a selection of the Products. When you purchase a starter kit the Joining Fee shall be waived in full. You may only return your starter kit in accordance with [clause 12.2](#) of these Terms and Conditions and may only return kit items otherwise in accordance with the criteria set out at our [Ambassador Help Centre](#). You will be in breach of the Agreement if you seek to return any kit items through our usual retail channels and not in accordance with the criteria set out at our [Ambassador Help Centre](#).
- 6.4 The IBA may not promote, demonstrate, offer for sale, or sell any products other than the Products at an Event.

7. **Ann Summers Microsite and Selling Products Online**

- 7.1 Ann Summers operates a microsite on the URL annsummers.com/sisterhood ("**Microsite**") for the purpose of IBAs placing orders for Products which the IBA sells to consumers or for the purpose of directing the consumers to place orders for Products direct.
- 7.2 Each IBA shall be provided with their own unique URL within the Microsite (the "**IBA URL**") and a link to that IBA URL, which IBAs may pass to their customers to enable the customers to order products direct. Customers of the IBA shall be identified for the purpose of the payment of any applicable commission and/or bonus payable to the IBA and the price payable by the IBA for the Products concerned in accordance with the [Compensation Plan](#).
- 7.3 One of the purposes of the IBA URL is to provide customers directed to the page with the opportunity to purchase Products and is accordingly licensed to the IBA as the IBA's web platform for that purpose throughout the term of this Agreement. The IBA shall not promote or offer for sale the Products on or provide a link from the IBA's Microsite page to any website that does not comply with the Ann Summers [Brand Manual](#).
- 7.4 The IBA acknowledges and agrees that Ann Summers owns all Intellectual Property Rights in and to the Microsite, the URLs referred to in this section and any website with which the URL is connected, the

Products and any images and promotional materials provided to the IBA.

8. **Compensation Plan and Commission Payments**

- 8.1 IBAs shall be charged for the Products and may be paid commissions and bonuses as set out on our [Agreement Welcome page](#).
- 8.2 Ann Summers reserves the right to amend the [Compensation Plan](#) from time to time by giving IBAs no less than 30 days prior written notice.
- 8.3 Where you have been paid a commission or bonus in relation to a product which is later returned by a customer, Ann Summers shall be entitled to claw back the commission and/or bonus payment.
- 8.4 Ann Summers shall have the right to deduct any monies owed to it by the IBA from monies owed by Ann Summers to the IBA under the [Compensation Plan](#), including, but not limited to, commission and/or bonuses it is entitled to claw back pursuant to clause 8.4.
- 8.5 The IBA shall ensure that their contact details (including their full name, home address, e-mail address and telephone number) and bank account details are accurately provided in the [Registration Form](#) and kept up to date at all times in the Sister App and Ann Summers accepts no liability of any kind for any loss or damage suffered by the IBA resultant from the IBA's failure to keep their contact details or bank details up to date.

9. **Host Benefits**

- 9.1 The Host Programme is a programme designed to support the growth of the IBA's business by enabling you to expand your network by asking potential contacts if they would like to host a social event on or offline, where you will showcase your Ann Summers products. The Host Programme is for third party engagement only. Full details can be found at our [Ambassador Help Centre](#).
- 9.2 Hosts must be independent third parties.

10. **Independent Brand Ambassador Obligations**

- 10.1 The IBA undertakes not to do anything that would negatively affect the

interests of and to adhere to the Policies. Additionally, IBAs shall follow all legal requirements and good codes of practice and must not do anything which would cause (or is likely to cause) any harm to the goodwill or reputation of Ann Summers or any of its Products.

- 10.2 The IBA shall promote and sell the Products truthfully and in hosting and attending Events and in their role as an IBA, the IBA shall at all times act in a professional manner and with honesty and integrity, comply with the requirements set out in our [Brand Manual](#) and [Social Media Playbook](#) and uphold the Ann Summers brand values in their dealings with members of the public, attendees at Events, other IBAs, Ann Summers and Ann Summers' employees, agents and suppliers.
- 10.3 The IBA shall always treat other IBAs, members of the public and Ann Summers' employees, agents, and suppliers with respect. Ann Summers reserves the right to terminate this Agreement if it concludes that the IBA has committed an act of bullying, harassment or has in any way acted inappropriately or in a discriminatory or disrespectful way to any other person.
- 10.4 The IBA shall not at any time post anything on social media or online connected with the Ann Summers business (including, by way of examples but not limited to, posting any inappropriate, discriminatory or pornographic content, images, comments or opinions or links to any such content, images, comments and opinion) or act or behave in any manner that is inconsistent with the Ann Summers brand values and/or act contrary to the requirements set out in our [Brand Manual](#) or [Social Media Playbook](#).
- 10.5 The IBA understands that:
- (a) they are appointed to sell the Products by direct sale to customers in accordance with section 5 of these Terms and Conditions. IBAs are not appointed to distribute the Products through the running of lotteries or raffles, though any games or competitions of any kind held by the IBA must be run lawfully. Accordingly, our [Raffles and Lotteries Policy](#) applies.
 - (b) IBAs are appointed as a non-exclusive distributor of the Products for the duration this Agreement is in force and accordingly Ann Summers shall be entitled to promote and sell the Products itself without any territorial restrictions and reserves the right to appoint other IBAs to promote and sell the Products and to appoint third party retailers, licensees and distributors to promote and sell the Products without restriction.

- 10.6 The IBA shall not use any of Ann Summers' trademarks, trade names or logos except in connection with the sale of the Products except as authorised by Ann Summers and in such case in accordance with the Ann Summers [Brand Manual](#) and [Social Media Playbook](#), as applicable. The IBA shall cease any use of trademarks, trade names or logos authorised by this clause immediately upon termination of this Agreement.
- 10.7 The IBA shall not advertise the Products except in accordance with the Ann Summers [Brand Manual](#) and [Social Media Playbook](#), as applicable.
- 10.8 The IBA shall attend the IBA training programmes reasonably required by us from time to time and within a reasonable time frame required by us of progressing through the [Compensation Plan](#).
- 10.9 The IBA shall be responsible for the secure processing of any credit card data received from customers.

11. **Ann Summers' Obligations & No Guarantee of Earnings Clause**

- 11.1 Ann Summers shall:
- (a) use reasonable efforts to fulfil IBA orders and IBA customer orders through the Microsite, subject to stock availability;
 - (b) pay the commission and bonuses due to the IBA in accordance with the [Compensation Plan](#) and subject to the terms of this Agreement;
 - (c) honour the Ann Summers' [Returns Policy](#)
 - (d) provide the IBA with access to the business tools within the [Sister App](#);
 - (e) provide the notice set out in clause 8.3 of these Terms and Conditions before implementing any amendment to the [Compensation Plan](#);
 - (f) make available brand campaign templates on the [Sister App](#) which can be used by the IBA to assist them in the sale of Products through their business;
- 11.2 Ann Summers does not guarantee that the IBA will achieve any level of earnings by entering into this Agreement.

12. Termination

- 12.1 The IBA has the right to terminate this Agreement within 14 days of the Agreement Start Date by sending a written notice by e-mail to support@sisterhood.annsummers.com.
- 12.2 If the IBA terminates the Agreement in accordance with clause 12.1, then the IBA shall be refunded the Joining Fee in full (if paid by the IBA) and the sum paid for any outstanding orders for Products the IBA has placed with Ann Summers which have not yet been delivered. Additionally, the IBA may, within 30 days of the Agreement termination date, return any Products the IBA has purchased (including the Product starter kit (if purchased by the IBA), which must be returned in full) provided the Products are unused and returned in the same condition as they were in when they were supplied.
- 12.3 As from the 15th day after the Agreement Start Date, the IBA may terminate this Agreement at any time by giving 14 days' written notice to Ann Summers by e-mail to support@sisterhood.annsummers.com.
- 12.4 If the IBA terminates the Agreement in accordance with clause 12.3, then the IBA may, within 30 days of the Agreement termination date, return to Ann Summers any unused Products (not including any kit items) provided the Products are in a resaleable condition and provide a full refund for these Products provided that the Products;
- (a) have not been purchased in breach of this Agreement;
 - (b) are not Products which Ann Summers has informed the IBA are seasonal, discontinued, or special promotion products, which may not be returned where opened (e.g. such as hosiery items) or which are not subject to buy-back by Ann Summers.
- 12.5 Ann Summers may terminate the Agreement without liability for any reason by giving the IBA 30 days' written notice at any time.
- 12.6 Ann Summers may immediately terminate this Agreement without liability by giving written notice to the IBA if:
- (a) the IBA is in breach of clause 16.1 and or 16.2 (Anti-Bribery and Fraud);
 - (b) the IBA is breach of the Raffles and Lotteries Policy;

- (c) in accordance with clause 10.3 of this Agreement (bullying, harassment, disrespectful behaviour);
- (d) the IBA directly or indirectly engages in any activity that is unlawful or unethical or which, in Ann Summers' reasonable opinion, poses a risk of or causes damage to Ann Summers' image, reputation, the Ann Summers brand, Ann Summers business, goodwill, products or services;
- (e) the IBA's behaviour or any act causes or has the potential to cause unwarranted distress to another IBA or customers or any other person;
- (f) Ann Summers discovers at any time the IBA does not meet the criteria set out in section 2 of these Terms and Conditions and/or provided false information during the application process;
- (g) the IBA is in material breach of this Agreement (including for the avoidance of doubt any Policy) which is not capable of remedy or is capable of remedy but which is not remedied within 30 days of Ann Summer's notice to the IBA of the breach concerned or the IBA is in persistent breach of this Agreement (including for the avoidance of doubt any Policy).

12.7 Any previous waiver by Ann Summers of a breach of this Agreement by the IBA shall not constitute grounds for a waiver of any later breach.

12.8 Ann Summers may, at its sole discretion, choose to suspend the IBA's account where it considers or investigates any alleged breach of this Agreement and shall be entitled to do so without notice.

12.9 If the IBA places no orders in any 6-month period then they shall be classified as an "Inactive IBA" by Ann Summers, which means that their account will be closed.

13. **Consequences of Termination**

13.1 Upon termination the of this Agreement:

- (a) the IBA shall immediately cease holding themselves out to be an IBA and shall cease using any Ann Summers' system including the Microsite;

- (b) the IBA shall destroy any hard copy Confidential Information and irretrievably delete all copies of Confidential Information stored on any computer system, hardware or software;
 - (c) the IBA shall no longer be entitled to any payment under this Agreement except for the commission (if any) payable by Ann Summers to the IBA for Product orders accepted by Ann Summers before the termination date. Any such payment shall be subject to the claw back provisions and provisions relating to the right of set off in this Agreement.
- 13.2 Any application by the IBA to re-apply for an account shall be at the discretion of Ann Summers, though no application shall be accepted where Ann Summers has previously terminated an IBA's account pursuant to clauses 12.6 (a) – (g) of this Agreement or any similar clause under any other ambassador agreement entered into by Ann Summers and the Independent Brand Ambassador previously.

14. **Data Protection**

- 14.1 Ann Summers and the IBA will both comply with the [Data Protection Legislation](#) and, in particular, comply with the [Data Protection Policy](#) with regard to the processing of customer [Personal Data](#). Where an IBA provides customer personal information to Ann Summers for the purpose of Ann Summers fulfilling the customer's order the IBA shall be the Data Controller (as defined in the [Data Protection Legislation](#) and Ann Summers shall be the Data Processor (as defined in the [Data Protection Legislation](#) of that customer personal data. Where a customer provides their personal data directly to Ann Summers through the Microsite when placing an order for Products Ann Summers and the IBA shall be the joint controller (as defined in the Data Protection Legislation of that personal data). The IBA shall enter into any data sharing agreement reasonably required as a result of the data shared by the parties in accordance with this clause.
- 14.2 Ann Summers shall process the IBA's Personal Data in accordance with the Data Protection Notice set out [in this document](#).
- 14.3 IBAs shall not use any data relating to other IBAs (including but not limited to the Personal Data of those IBAs) in relation to any other business that the IBA is interested in, provides services to or the IBA is in any way connected with.

15. **Confidentiality**

- 15.1 The IBA acknowledges that in the course of their appointment they will have access to Confidential Information. The IBA has therefore agreed to accept the restrictions in this clause 15.
- 15.2 The IBA shall not (except in the proper course of their duties), either during the term of this Agreement or at any time after the termination date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to
- (a) any use or disclosure authorised by Ann Summers or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the IBA's unauthorised disclosure.
- 15.3 Upon termination, the IBA will promptly return all Confidential Information and any copies in their possession to Ann Summers.

16. **Anti-Bribery & Fraud**

- 16.1 IBAs must comply with the Bribery Act 2010 and, where applicable, the Ann Summers [Anti-Bribery Policy](#) and in particular paragraphs 2, 3 and the section titled, 'Relationships with business partners'. Where the IBA employs or engages any person or third party to provide services under this Agreement either with or on behalf of the IBA the IBA shall have measures in place to ensure the compliance with the Bribery Act 2010 and the Ann Summers [Anti-Bribery Policy](#), as applicable, by such persons and third parties.
- 16.2 IBAs must not act fraudulently or use any Ann Summers system (including but limited to the Microsite) in a fraudulent manner or attempt to use any Ann Summers system in a fraudulent manner. By way of example but without limitation, the IBA shall not:
- (a) apply to be an IBA in a different name;
 - (b) purchase products through another IBA's account or pressurise another IBA to purchase products through their account;
 - (c) share bank accounts and other payment methods with other IBAs;

- (d) pass customer payment details or other confidential information or data belonging to any customer to another IBA or any third party.

16.3 Without limiting our right to any other remedy available to us and our right to report any suspicion of or actual bribery or fraud to law enforcement authorities, a breach of clauses 16.1 and/or 16.2 shall entitle Ann Summers to immediately terminate this Agreement.

17. **Indemnity & Liability**

17.1 The IBA is liable for and shall indemnify Ann Summers for and against any loss, charges, liability, costs (including reasonable legal costs), damages or expenses, charges and/or liabilities arising from any breach by the IBA or any substitute or other third party engaged by the IBA of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of services by the IBA.

17.2 Nothing in this Agreement shall exclude or in any way limit Ann Summers' liability for:

- (a) death or personal injury caused by its own negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded by law.

17.3 Subject to clause 17.2, Ann Summers shall not be liable to the IBA under this Agreement for any:

- (a) loss of profits or revenue (whether direct or indirect);
- (b) loss of revenue;
- (c) loss or damage to goodwill, reputation or business;
- (d) loss of anticipated savings;
- (e) loss or corruption of data;
- (f) loss or damage to any hardware or software;

and indirect, special, or consequential loss or damage in each case, however caused, even if it was foreseen.

- 17.4 Subject to clauses 17.2 and 17.3 of these Terms and Conditions, Ann Summers' total liability under the Agreement whether in contract, tort, or otherwise, is limited to the greater of:
- (a) an amount equal to the total amount of the commission payable to the Independent Brand Ambassador in the 3-month period immediately preceding the date on which the claim arose; or
 - (b) £5,000 (five Thousand) pounds sterling.

18. **Miscellaneous**

- 18.1 This Agreement constitutes the entire agreement between the IBA and Ann Summers. Any previous agreement entered into between the IBA and Ann Summers shall be deemed terminated and replaced in full by the terms of this Agreement.
- 18.2 If any of the terms of this Agreement are found by a court to be illegal, invalid or unenforceable, such term shall be deleted from this Agreement (if possible) and shall in no way affect the legality, validity or enforceability of any other term of this Agreement, which shall remain in full force and effect.
- 18.3 Ann Summers shall not be liable for any failure to perform or part perform any obligation under this Agreement due to a Force Majeure Event. For the purpose of this Agreement, a "**Force Majeure Event**" shall mean any act or event beyond the reasonable control of Ann Summers, including, without limitation, strikes, lockouts, industrial disputes (whether involving the workforce of Ann Summers or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, storm or other extreme weather event, malicious damage, epidemic or pandemic, accident, breakdown of plant or machinery, hardware or software, compliance with any governmental order, rule, regulation, direction, advice or recommendation in relation to or to prevent or curtail the impact of any such event, fire, flood or default of suppliers or sub-contractors.

18.4 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18.5 Any notice to be given under this Agreement shall:

- (a) in respect of a notice to be given by the IBA to Ann Summers be in writing and sent to Ann Summers at the address stated at the top of these Terms and Conditions;
- (b) in respect of a notice to be given by Ann Summers to the IBA be in writing and either (at the discretion of Ann Summers) be sent either by post to the address or e-mailed to the e-mail address last provided by the IBA to Ann Summers.

19. **Governing Law & Jurisdiction**

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its 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.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

These Terms and Conditions were Issued on 18TH October 2021.

APPENDIX 1: Sisterhood Independent Brand Ambassador Privacy Notice

Introduction

Ann Summers Ltd, a company registered at Gold Group House, Godstone Road, Whyteleafe, CR3 0GG, United Kingdom, (referred to in this Privacy Notice as “Ann Summers” “us”, “we” or “our”) has prepared this Privacy Notice (“Notice”) for Independent Brand Ambassadors (referred to in this Notice as an “IBA”, “you” or “your”), which provide their services to Ann Summers through their own independent businesses, as part of the Sisterhood.

This Notice is intended to give you information about how Ann Summers, processes, stores, and uses, information about you, and your rights in relation to that information.

We need to process your personal data for us to fulfil the terms of the Independent Brand Ambassador Agreement (“Agreement”) we have entered into with you.

This Notice will be subject to ongoing and regular review, for example if we introduce new systems or processes that involve the use of your personal data or in the event of a change in the law. Any update to this Notice will be communicated to you via email and you will be notified when you log on to the Sister App.

Your rights in relation to your personal data, and details of how organisations should protect it are included in data protection laws such as the General Data Protection Regulation (the “GDPR”) and the UK GDPR. We set out to explain these to you within this Notice. Where in this Notice we refer to “GDPR” we mean the GDPR, UK GDPR or the applicable data protection legislation.

Why do we need to collect and process your personal data?

Personal data and Special Category Data (each defined below in this Notice) are needed by Ann Summers to carry out a variety of activities associated with the administration of services that we provide under the Agreement. Ann Summers has legal obligations as a result of providing you with those services and as an organisation which processes personal data. Ann Summers acts as Data Controller for each IBA’s personal data as set out below.

What is personal data?

“Personal data” is defined within the GDPR as follows;

Personal data only includes information relating to natural persons who:

- (i) can be identified or who are identifiable, directly from the information in question; or
- (ii) who can be indirectly identified from that information in combination with other information.

The type of personal data we collect

Ann Summers will collect, process, and use the following categories and types of personal data about you:

- personal identifiers such as your name, signature, citizenship, passport/national identification;
- contact details such as email address, phone number, postal address;
- contract information such as Agreement dates, your IBA ID number;
- contract billing data and payment information such as your bank details;
- data connected with the activities you carry out as an IBA, such as sales information, order history, details on the type of IBA you are (for example an Online Ambassador, Team Leader or Senior Ambassador).

How we get the personal data and why we have it

In order to provide transparency about what data we process and how we process it, we have set out below a list of reasons why we collect and use your personal data (the "Processing Purposes"):

- administering and processing your application, including personal identifiers and contact details;
- administering and providing the services to you set out in the Agreement;
- administering the provision of your IBA URL (your unique URL within the Ann Summers IBA Microsite) in order for you to make orders and sell Ann Summers products;
- administering payments by IBAs for the Products and paying commission and bonus payments to you, which requires us to use your contact details, personal identifiers, contract information, contract billing data and data connected with the activities you carry out as an IBA;
- monitoring and ensuring compliance with applicable policies and procedures and laws, including conducting investigations into compliance with the Agreement and policies that are applicable to IBAs, and which involves the processing of personal identifiers, contact details and data connected with the activities you carry out as an IBA;
- communicating with you and third parties (such as other IBAs, uplines and downlines), which involves the processing of personal identifiers, contact details and data connected with the activities you carry out as an IBA;

- responding to and complying with requests and legal demands from regulators or other authorities in the UK which involves the processing of personal identifiers, contact details, contract information, contract billing data and data connected with the activities you carry out as an IBA;
- complying with applicable laws along with the administration of those requirements, including tax laws which involves the processing of personal identifiers, contact details, contract information, contract billing data and data connected with the activities you carry out as an IBA;
- complying with corporate financial responsibilities, including audit requirements (both internal and external) which involves the processing of personal identifiers, contact details, contract information, contract billing data and data connected with the activities you carry out as an IBA.
- In addition to the collection, processing and use of personal data, Ann Summers collects, processes, and uses the following special categories of personal data about you which we describe as " Special Category Data":
- race or ethnicity data such as information contained in your passport or other citizenship and right to work documentation, and information which you have provided to Ann Summers for the purposes of your application.
- We collect your personal data directly from you, including through the application process and via our interaction with you through the Agreement in place between us, through your use of the Microsite, through your uplines and from surveys, questionnaires and other feedback mechanisms used by us from time to time.

On what grounds do we process this personal data?

We are required to explain to you the legal bases for our collecting, processing and use of your personal data and Special Category Data.

For personal data, our legal bases are as follows;

- performance of the Agreement with you;
- compliance with legal obligations;
- the legitimate interests of Ann Summers;
- your consent, where that is appropriate, meets the requirements set out in the GDPR and has been separately obtained;
- protection of vital interests of you or of another individual;
- performance of a task carried out in the public interest.

For Special Category Data, our legal bases are:

- explicit consent as allowed or required by the GDPR.

- In order to be as transparent as possible, the legitimate interests of Ann Summers or third parties can include but are not limited to;
- implementation and operation of the Sisterhood business structure and the Agreement;
- customer relationship management and other forms of electronic marketing delivery;
- prevention of fraud; and
- investigations instigated by Ann Summers where there is any claim or concern of non-compliance with the terms of the Agreement or any connected policies applicable to IBAs

When relying on the legitimate interests basis for processing your personal data, we will conduct a balancing exercise to ensure the legitimate interests pursued by us and any relevant third party does not outweigh your interest and fundamental rights and freedoms in relation to the protection of your personal data.

This will only be applied where the processing is not required by law but is of a clear benefit to you or others and only when;

- there is a limited privacy impact on you;
- you should reasonably expect us to use the personal data in that way; and
- we do not want to bother you with disruptive consent requests when you are unlikely to object to the processing.

In limited circumstances we may need to ask for your consent to process your personal data for a specific purpose. Where we do so, you will be entitled to withdraw your consent at any time by contacting us as set out at the end of this Notice.

For the majority of data processing Ann Summers performs, you will not be required to provide your consent.

The type of personal data we share with others

Ann Summers will transfer personal data to third parties as follows:

- **Data processors.** These organisations are necessary for the Processing Purposes described above. Personal data may be shared with one or more third parties to process personal data under written instructions from AS Ltd ("Data Processors"). The Data Processors may carry out functions related to administration, IT system support and maintenance, provision of website/microsite environments, calculating and making commission payments, training, compliance, and other activities. These will be subject to contractual obligations to implement

appropriate technical and organisational security measures to safeguard the personal data.

- **Regulators, authorities, and other third parties.** As necessary for the Processing Purposes described above, personal data may be transferred to courts and other authorities (e.g. HMRC and law enforcement agencies)

For a full list of the categories of third parties that we may share your personal data with, please contact us as set out below. As you may have noticed, some of the recipients we may share personal data and Special Category Data with may be in countries outside of the UK. In some cases, this may include countries located outside the European Union and/or European Economic Area ("EEA").

If recipients are located in other countries without adequate protections for personal data, Ann Summers are committed to taking all necessary measures to ensure that transfers of your personal data out of the EEA are adequately protected as required by applicable data protection law. This will include using appropriate safeguards such as the EU Standard Data Protection Clauses.

How long we keep your data for

Our policy is to not keep personal data for longer than is necessary. We may, for example, keep your personal data for a reasonable time if you leave the Sisterhood to ensure that any on-going obligations can be complied with.

For further information regarding data retention, please contact us as set out below.

How we store your data.

Our policy is to store your data in accordance with the requirements of the GDPR, using suitable technical and organisational measures. If you have any queries regarding the storage of your data you can contact dataprotection@annsummers.com

Your rights in relation to your personal data

You have several rights in relation to your personal data which are clearly defined within the GDPR:

- **The Right to be Informed.** This is why we have provided you with this Notice, detailing exactly how we will use your information and for what purpose.
- **The Right of Access.** You have the right to request a copy of the information we hold about you. This can be done through the dataprotection@annsummers.com .

- **The Right to Rectification.** If we hold incorrect personal data, you have the right to have this corrected.
- **The Right to Erasure.** In certain circumstances you have the right to request we delete personal data.
- **The Right to Restriction of Processing.** In certain circumstances you have the right to ask us to stop processing personal data.
- **The Right to Data Portability.** Where applicable, you have the right to request a copy of your personal data be provided to you in a “machine readable format”.
- **The Right to Object.** The GDPR gives individuals the right to object to the processing of their personal data in certain circumstances.
- **The Right to Avoid Automated Decision Making.** The GDPR gives individuals the right to avoid automated decision making. This is where a decision is made solely by automated means without any human involvement. We only use automated decision making when it is necessary for the entry into our Agreement. This is conducted as part of validation/identification checks on sign up to the Sisterhood. We will seek your informed consent at this point in time.

To request any of these rights, please contact dataprotection@annsummers.com for further guidance.

You also have the right to lodge a complaint with the supervisory authority in the UK, which is the Information Commissioner's Office (the 'ICO') or the supervisory authority in the Republic of Ireland, which is the Data Protection Commission, as applicable. More information can be found here: <https://ico.org.uk/> or <https://www.dataprotection.ie>

Further Information

If you have concerns or questions regarding this Notice or you would like to exercise your rights as a data subject yourself, you can contact the Data Protection Team as follows: dataprotection@annsummers.com or by post at

The Data Protection Officer, Ann Summers Ltd, Gold Group House, Godstone Road, Whyteleafe, Surrey, CR3 0GG, United Kingdom.

APPENDIX 2: Compensation Plan

1. You can find the Compensation Plan [HERE](#)

APPENDIX 3: The Social Media Playbook

1. You can find the Social Media Playbook [HERE](#)

APPENDIX 4: Raffles, Lotteries, Games and Competitions Policy

Raffles, when ran or promoted for private or commercial gain, are considered an illegal lottery by law.

There are three factors that make up a lottery in the UK:

- 1) Pay to play
- 2) A prize or prizes are awarded
- 3) Random chance of winning

Whilst there are circumstances where raffles and lotteries can be promoted by businesses for charities and other good causes, due to the nature of the businesses run by our Independent Brand Ambassadors there is a significant danger that it will be deemed there is a commercial benefit connected with lotteries and raffles held by Independent Brand Ambassadors involving Ann Summers products. This leads to the potential for Independent Brand Ambassadors to be prosecuted and for damage to be caused to the Independent Brand Ambassador's business and to the Ann Summers brand.

Additionally, the Ann Summers business model does not involve operating lotteries, raffles, and competitions of this type for our products. Our Independent Brand Ambassador programme is about contracting with great salespeople that understand the Ann Summers brand and who wish to sell our products through their independent businesses. It is on that basis that we do not appoint Independent Brand Ambassadors to run raffles and any form of lottery to distribute Ann Summers products.

Clause 10.1 of the Independent Brand Ambassador Agreement states that:

"The IBA shall use their best endeavours to promote Ann Summers' interests and adhere to the Policies. Additionally, IBAs shall follow all legal requirements and good codes of practice and must not doing anything which would cause (or is likely to cause) any harm to the goodwill or reputation of Ann Summers or any of its Products."

Accordingly, we would very strongly urge IBAs to ensure that any competition or game of any kind is run legally and it is for the IBA to ensure that it complies with all legal requirements in this regard. Any competition that is run illegally has the potential for legal action to be taken against the Independent Brand Ambassador (including prosecution) and for brand damage to be caused to Ann Summers.

Ann Summers reserves the right to terminate the account of an Independent Brand Ambassador, without notice, in the event that it discovers an Independent Brand Ambassador runs an illegal lottery, raffle, game or competition.

APPENDIX 5: Ann Summers Sisterhood Data Protection Policy

Ann Summers is a British multinational brand specialising in the sale of lingerie. It also sells sex toys and nightwear and sells products online and through its high street stores in the UK, Ireland, and the Channel Islands.

Ann Summers also operates a “Direct Selling” channel known as the “Sisterhood” where self-employed Independent Brand Ambassadors “IBAs” (1) sell Ann Summers branded and non-branded products to customers, which they purchase from Ann Summers (“IBA Orders) through their own unique URL (“IBA URL”) on the Ann Summers Microsite (“Microsite”) and (2) provide customers with access to the IBA URL to enable customers to order products from Ann Summers direct (“Direct Orders”).

IBAs making IBA Orders shall ensure they procure all required consents and issue all required notices to process customer personal data in accordance with this Policy and Data Protection Law and shall be the data controller. Ann Summers shall be a data processor, processing customer personal data only for the purpose of fulfilling the customer order and in accordance with this Policy.

Where customers make Direct Orders, each of Ann Summers and the IBA shall be a joint data controller of customer personal data and, as between Ann Summers and the IBA, Ann Summers shall procure all required consents and issue all required notices with regard to the processing of customer personal data provided by customers making Direct Orders.

This policy sets out Ann Summers and IBAs combined commitment to ensure that any personal data, including special category personal data, which Ann Summers or an IBA processes, is carried out in compliance with Data Protection Law. Ann Summers ensures that good data protection practice is imbedded in the culture of our staff and our organisation and it is expected that IBAs shall ensure that good data protection practice is embedded in the culture of the IBA's independent business.

Ann Summers other data protection policies and procedures are:

- record of processing activities
- privacy notices (website, clients, employees)
- personal data breach reporting process and a breach register
- data retention policy
- data subject rights procedure
- data protection impact assessment process
- IT security policies

IBAs should ensure they have in place all appropriate data protection policies and procedures to ensure that they and their independent businesses comply with Data Protection Law.

'Data Protection Law' includes the [UK GDPR](#); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended, the Irish Data Protection Act 2018 (and regulations made thereunder); and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011) [<http://www.irishstatutebook.ie/eli/2011/si/336/>] and all relevant EU, UK and Ireland data protection legislation.

References in this policy to "data controller", "data processor", "data subject", "fair processing", "special category data" and "UK GDPR" shall mean as defined in Data Protection Law.

Scope

This policy applies to all personal data processed by Ann Summers and is part of Ann Summers approach to compliance with data protection law. It shall be applied, as applicable, by IBA's.

This policy will also define the responsibilities of an Independent Brand Ambassador with respect to their responsibilities as both a data controller and joint data controller with Ann Summers.

All Ann Summers colleagues are expected to comply with this policy and failure to comply may lead to disciplinary action for misconduct, including dismissal.

All IBAs are expected to comply with this policy in conjunction with the data protection terms set out in the Independent Brand Ambassador Agreement ("Agreement") entered into by the IBA with Ann Summers and failure to comply may result in termination of the Agreement with Ann Summers.

Data protection principles

Ann Summers complies with the data protection principles set out below and expects IBAs to equally do the same. When processing personal data, it ensures that it is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');

- all adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- all accurate and, where necessary, kept up to date and that reasonable steps will be taken to ensure that personal data which is inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

IBAs will facilitate any request from a data subject for which it has placed an IBA Order who wishes to exercise their rights under Data Protection Law as appropriate, always communicating in a concise, transparent, intelligible and easily accessible form and without undue delay. Where the data subject has contacted Ann Summers, seeking to exercise its rights, Ann Summers shall either direct the data subject to the IBA or facilitate the request, working in conjunction with the IBA. Where Ann Summers facilitates the request, the IBA shall provide all assistance required by Ann Summers promptly and accurately.

As between Ann Summers and the IBA, Ann Summers will facilitate any request from a data subject who has provided their personal data through a Direct Order, who wishes to exercise their rights under Data Protection Law as appropriate, always communicating in a concise, transparent, intelligible and easily accessible form and without undue delay. These requests will be processed as part of our "Joint Controller" relationship which is defined in more detail below.

Process/procedures/guidance

Ann Summers will and expects that IBAs will:

- ensure that the legal basis for processing personal data is identified in advance and that all processing complies with the law;
- not do anything with customer data that customers would not expect given the content of this policy and the fair processing or privacy notice;
- ensure that appropriate privacy notices are in place advising colleagues and others how and why their data is being processed, and, in particular, advising data subjects of their rights;

- only collect and process the personal data that it needs for purposes it has identified in advance;
- ensure that, as far as possible, the personal data it holds is accurate, or a system is in place for ensuring that it is kept up to date as far as possible;
- only hold onto personal data for as long as it is needed, after which time it will be securely erased or deleted in accordance with Data Protection Law and as may be set out in a data retention policy;
- ensure that appropriate security measures are in place to ensure that personal data can only be accessed by those who need to access it and that it is held and transferred securely.

Ann Summers will ensure and expect that IBAs shall ensure that all staff who handle personal data on its behalf are aware of their responsibilities under this policy and other relevant data protection and information security policies, and that they are adequately trained and supervised.

Breaching this policy may result in disciplinary action for misconduct, including dismissal. Obtaining (including accessing) or disclosing personal data in breach of this Policy and any other applicable policy and procedure may also be a criminal offence.

Data Subject Rights

Ann Summers has processes in place and expects IBA's have processes in place to ensure that it can facilitate any request made by an individual to exercise their rights under Data Protection Law. All colleagues have received training and are aware of the rights of data subjects. Staff can identify such a request and know who to send it to.

All requests will be considered without undue delay and within one month of receipt as far as possible.

Subject access: the right to request information about how personal data is being processed, including whether personal data is being processed and the right to be allowed access to that data and to be provided with a copy of that data along with the right to obtain the following information:

- the purpose of the processing;
- the categories of personal data;
- the recipients to whom data has been disclosed or which will be disclosed;
- the retention period;
- the right to lodge a complaint with the Information Commissioner's Office;

- the source of the information if not collected direct from the subject, and
- the existence of any automated decision making.

Rectification: the right to allow a data subject to rectify inaccurate personal data concerning them.

Erasure: the right to have data erased and to have confirmation of erasure, but only where:

- the data is no longer necessary in relation to the purpose for which it was collected, or
- where consent is withdrawn, or
- where there is no legal basis for the processing, or
- there is a legal obligation to delete data

Restriction of processing: the right to ask for certain processing to be restricted in the following circumstances:

- if the accuracy of the personal data is being contested, or
- if the processing is unlawful but the data subject does not want it erased, or
- if the data is no longer needed for the purpose of the processing but it is required by the data subject for the establishment, exercise, or defence of legal claims, or
- if the data subject has objected to the processing, pending verification of that objection

Data portability: the right to receive a copy of personal data which has been provided by the data subject and which is processed by automated means in a format which will allow the individual to transfer the data to another data controller. This would only apply if Ann Summers or the IBA was processing the data using consent or on the basis of a contract.

Object to processing: the right to object to the processing of personal data relying on the legitimate interests processing condition unless Ann Summers or the IBA, as applicable, can demonstrate compelling legitimate grounds for the processing which override the interests of the data subject or for the establishment, exercise or defence of legal claims.

Special category personal data

This includes the following personal data revealing:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs

- trade union membership
- the processing of genetic or biometric data for the purpose of uniquely identifying a natural person
- an individual's health
- a natural person's sex life or sexual orientation
- criminal convictions or offences

Ann Summers processes special category data of clients and third parties as is necessary to provide legal services for the establishment, exercise, or defence of legal claims.

Ann Summers processes special category data of colleagues as is necessary to comply with employment law. This policy sets out the safeguards we believe are appropriate to ensure that we comply with the data protection principles set out above. Ann Summers also has a data retention policy which sets out how long special category data will be held onto.

IBAs must only process special category data in accordance with Data Protection law and, in any event, if it is necessary in accordance with the above section.

Independent Brand Ambassador as Joint Data Controller

Ann Summers acts as “Joint Data Controller” alongside each IBA in relation to customer personal data which is provided by customers making Direct Orders.

What does the GDPR say about joint controllers?

Data Protection Law states that: Where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers. Joint controllers decide the purposes and means of processing together – they have the same or shared purposes

As part of our “Joint Data Controller” commitment, Ann Summers will take ownership of enabling any rights requests such as a deletion or subject access request. This ONLY applies to Direct Orders and not to IBA Orders.

Customers can contact dataprotection@annsummers.com in order to do this and IBAs should provide customer subject to IBA Orders with contact details to enable customers to contact the IBA concerning the customer's data protection rights.

Each IBA warrants under the Agreement that they will comply with all requirements as set out within the GDPR with respect their responsibilities as “Joint Controller”.

Ann Summers and each individual IBA are separately and fully accountable to the relevant supervisory authority with respect to their own compliance.

Further processing by Ann Summers of personal data provided by customers making Direct Orders will take place in the form of marketing communications. Our legal basis for this will be “Legitimate Interest”. All customers have the right to opt out of this, which can be achieved by using the “unsubscribe” links provided within any email communication or by contacting dataprotection@annsummers.com.

Responsibility for the processing of personal data

The Directors of Ann Summers take ultimate responsibility for data protection at Ann Summers and each IBA shall take ultimate responsibility for data protection at their independent businesses.

Monitoring and review

This policy was last updated on 13th October 2021 and shall be regularly monitored and reviewed, at least every two years.

APPENDIX 6: Ann Summers Brand Manual

This Ann Summers Brand Manual sets out our minimum expectations of Independent Brand Ambassadors (**IBAs**) selling Ann Summers' products, including online and at Events. At Ann Summers, we are passionate about our brand and ensuring that all customers buying Ann Summers products are provided with a consistent brand experience, that our brand values are upheld and that the value and distinctiveness of our trademarks are upheld. Additionally, to ensure that we have the best range of products available, the best imagery and content, we often work with third parties, such as external brands, models, and agencies. It is therefore important that we ensure that the rights of those third parties and the agreements we have in place to use their intellectual property (such as their image rights) are not infringed.

In this Brand Manual you will find information on:

- [Our Brand Values](#)
- [Using Social Media](#)
- [Selling Ann Summers Products at Events](#)
- [Selling Ann Summers Products Online and Via Apps](#)

Our Brand Values

At Ann Summers, our brand values underpin everything we do. We expect our employees, suppliers, IBAs and all other partners that work with us to uphold our brand values, which are:



1. We empower together

We're stronger together and rise by inspiring others. We trust, respect, and depend on each other; we listen and learn to help the Sisterhood grow.

2. We make it happen

We have a positive, can-do attitude and strive to always make great things happen. We're passionate about the Sisterhood, take pride in our work, and we're never afraid to better ourselves.

3. We love our customers

We're honest and trustworthy. Our Customers can depend on us to provide the best possible experience, leaving them always wanting to come back for more!

4. We push boundaries

We're ambitious and determined to achieve our goals. We challenge ourselves to think creatively, and have open, collaborative discussions.

Using Social Media

We expect that IBAs will comply with the rules set out in the [Social Playbook](#).

Selling Ann Summers Products at Events

This section applies to the sale of Ann Summers products at Events, including Events held in a home or via a video call. When hosting, participating in or selling Ann Summers products at an Event, the IBA must comply with the following:

1. The IBA's personal appearance should be smart and presentable.
2. The IBA's kit should be clean, presentable and all in working order. The kit is for Event use only and should not be used for personal use.
3. When hosting an online Event, the background must be appropriate, clear and tidy.
4. Only Ann Summers products may be showcased at Events.
5. IBAs must ensure that when showcasing Ann Summers products that they do so in a professional manner, provide excellent customer service standards and behaviours throughout the Event. IBAs must clearly communicate that they are an IBA and authorised to sell Ann Summers products, and clearly communicate their terms and conditions for the sale of products and the returns policy and comply with applicable data protection legislation when collecting customer data.
6. IBAs must not charge to attend an Event.
7. Event attendees must be over 18.

8. Only Ann Summers' products may be included in any giveaways or goodie bags provided during an Event.
9. Any games held at Events are subject to our [Raffles and Lotteries Policy](#).
10. Please check out the Games Guide in the Sister App to see some ideas of ice-breaking activities to hold at your events!
11. IBAs should follow Hostess Coaching training when booking Events. This can be found in the Sister App.

Selling Ann Summers Products Online and Via Apps

When selling Ann Summers products through any website, including an IBA's own website, any third-party website or online selling platform or ("Website"), IBAs must comply with the following:

1) Domain Names and References to Ann Summers

- a) No IBA shall sell or offer to sell Ann Summers Products through a website on a domain name that includes Ann Summers' trademarks or any words similar to any Ann Summers' trademarks, such as "Ann Summers", "Knickerbox", "My Viv", "Rampant Rabbit" or "Moregasm" or Ann Summers products or any words similar to any Ann Summers products.
- b) No IBA shall register in that IBA's name or in the name of any third party or acquire any domain name that includes Ann Summers' trademarks such as "Ann Summers", "Sisterhood", Knickerbox, "My Viv", "Rampant Rabbit" or "Moregasm" or Ann Summers products or any words similar to any Ann Summers products.
- c) Nothing on the Website should imply that the Website has any connection with Ann Summers.

2) Website Quality & Consumer Law & Regulations

- a) The Website should be professionally hosted either by a competent third party or by the Website owner itself.
- b) The Website must be accessible at all times (allowing for a reasonable period of time for maintenance of the site).
- c) The Website must not contain, refer to or be linked to pages containing illegal, infringing, obscene, pornographic, or discriminatory material.
- d) The Website must comply with all applicable laws and regulations including but not limited to those which concern consumer protection, data protection, distance selling, advertising, privacy, and unfair competition.

3) Ann Summers Product Presentation Criteria

- a) Ann Summers products should be displayed on the Website only using quality product images.
- b) The Website shall not display any images of Ann Summers logos or Trademarks other than those provided by Ann Summers and only as directed by Ann Summers, taking into consideration the requirement set at [1\) c\) above](#).
- c) The Website must present accurate product descriptions of the products displayed including technical features, which are not scraped from any Ann Summers sites.
- d) Stock availability must be presented to consumers prior to proceeding to the shopping basket.
- e) It must be made clear on the Website that customers purchasing from the site must be at least 18 years of age.

4) Customer services, Sale Fulfilment & Refunds

- a) Terms and conditions (including terms of website use and a privacy policy) must be prominently displayed on the Website. These terms and conditions must be clear and fair. These terms and conditions must be the terms and conditions of the third-party operator of the Website and not terms and conditions simply copied from an Ann Summers website.
- b) The prices for products and any additional services (including but not limited to delivery) must be stated clearly and shall not be misleading. These prices must be clearly communicated to the consumer prior to proceeding to the shopping basket.
- c) Where required, payment pages on the Website must be fully integrated with a Payment Card Industry – Data Security Standard (PCI-DSS) compliant payment gateway and the Website must be operated in a PCI-DSS compliant manner.
- d) The Website must contain an after-sales policy that is fair and clear and a returns policy that is fair and clearly communicated to consumers. Consumers must be informed that returns should be made to the IBA and not to Ann Summers.
- e) The IBA will be solely responsible for any non-delivery, incorrect delivery, theft or other mistake or act in connection with the fulfilment and delivery of Ann Summers products purchased via the Website and such responsibility shall be communicated to consumers.

- f) The IBA's (or third-party Website operator's) customer service telephone number and an e-mail address to which customers may send queries and complaints must be provided on the Website.

The IBA shall comply with sections 1) to 4) above, where applicable to the sale of Ann Summers products through any app.